

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

MSPA CLAIMS 1, LLC;)
MAO-MSO RECOVERY II, LLC; and)
MSP RECOVERY CLAIMS, SERIES LLC;)

Plaintiffs,)

v.)

Civil Action No.

PURDUE PHARMA L.P.; PURDUE PHARMA,)
INC.; THE PURDUE FREDERICK COMPANY)
INC.; TEVA PHARMACEUTICAL INDUSTRIES,)
LTD.; TEVA PHARMACEUTICAL USA, INC.;)
CEPHALON, INC; JOHNSON & JOHNSON;)
JANSSEN PHARMACEUTICALS, INC.;)
JANSSEN PHARMACEUTICA INC.;)
ENDO HEALTH SOLUTIONS, INC.; ENDO)
PHARMACEUTICALS, INC.; ALLERGAN PLC;)
ACTAVIS PLC; WATSON)
PHARMACEUTICALS, INC.; ACTAVIS,)
INC.; WATSON LABORATORIES, INC.;)
ACTAVIS LLC; ACTAVIS PHARMA, INC.;)
WATSON PHARMA, INC; McKESSON)
CORPORATION; CARDINAL HEALTH, INC.;)
and AMERISOURCEBERGEN CORPORATION,)

Jury Trial Demand

Defendants.)

CLASS ACTION COMPLAINT

MSPA CLAIMS 1, LLC, a Florida entity, MAO-MSO RECOVERY II, LLC, a Delaware entity, and MSP Recovery Claims, Series LLC, a Delaware entity, (hereinafter collectively referred to as “Plaintiffs”), for their class action complaint against Defendants, states as follows:

INTRODUCTION

1. Defendants manufacture, market, distribute and/or sell prescription opioids, including brand-name drugs like OxyContin and Percocet and generics like oxycodone and

hydrocodone, which are powerful narcotic painkillers. Historically, because opioids are highly addictive and debilitating for long term use,¹ they were used only to treat short-term acute pain or for palliative care.

2. However, by the late 1990s, and continuing today, Defendants began a marketing campaign designed to persuade doctors and patients that opioids can and should be employed for long-term pain treatment.

3. In connection with this scheme, Defendants spent, and continue to spend, millions of dollars on promotional activities and materials that falsely deny or trivialize the risks of opioid use, while overstating the benefits of using the drugs for chronic pain.²

4. As for the risks of long-term opioid use, Defendants falsely and misleadingly: (1) downplayed the serious risk of addiction; (2) promoted the concept of “pseudoaddiction” and advocated that the signs of addiction should be treated with more opioids; (3) exaggerated the effectiveness of screening tools in preventing addiction; (4) claimed that opioid dependence and withdrawal are easily managed; (5) denied the risks of higher opioid dosages; and (6) exaggerated the effectiveness of “abuse-deterrent” opioid formulations in preventing abuse and addiction. Conversely, Defendants also falsely touted the benefits of long-term opioid use, including the supposed ability of opioids to improve function and quality of life.

5. Defendants used these messages to reverse the popular and medical understanding of opioids. They disseminated the messages directly, through their sales representatives, and in speaker groups led by physicians whom Defendants recruited for their

¹ In this Complaint, “long-term” means opioid use greater than ninety (90) continuous days for non-cancer pain.

² In this Complaint, “chronic pain” means pain longer than ninety (90) continuous days other pain resulting from cancer.

support of these marketing messages.

6. Defendants also worked through third parties they influenced by: (a) funding, assisting, encouraging, and directing certain doctors, known as “key opinion leaders” (“KOLs”); and (b) funding, assisting, directing, and encouraging seemingly neutral and credible professional societies and patient advocacy groups (referred to hereinafter as “Front Groups”).

7. Defendants then worked together with those KOLs and Front Groups to taint the information sources that doctors and patients relied on for ostensibly “neutral” guidance, such as treatment guidelines, Continuing Medical Education (“CME”) programs, medical conferences and seminars, and scientific articles.

8. Working individually and collectively, and through these Front Groups and KOLs, Defendants persuaded doctors and patients that opioids were not highly addictive and unsafe in most circumstances for long-term use, but rather that compassionate treatment of pain required opioids.

9. Defendants knew their misrepresentations of the risks and benefits of opioids were not supported by or were directly contrary to the scientific evidence. The falsity of Defendants’ misrepresentations has been confirmed by the U.S. Food and Drug Administration (“FDA”) and the Centers for Disease Control and Prevention (“CDC”), included by the CDC in its *Guideline for Prescribing Opioids for Chronic Pain*, issued in 2016 and approved by the FDA (“2016 CDC Guideline”).

10. Opioid manufacturers, including Defendants Endo Pharmaceuticals, Inc. and Purdue Pharma L.P., have entered into settlement agreements with public entities prohibiting them from making misrepresentations concerning the opioid use.

11. Defendants’ efforts to promote opioid use were very successful. Opioids are now

the most prescribed class of drugs. In 2014, opioids generated eleven billion dollars in revenue for drug companies in 2014.

12. In August 2016, Dr. Vivek H. Murthy, then Surgeon General of the United States, sent a letter to physicians imploring them to help fight the opioid epidemic facing the Country. The letter reads, in part:

I am asking for your help to solve an urgent health crisis facing America: the opioid epidemic. Everywhere I travel, I see communities devastated by opioid overdoses. I meet families too ashamed to seek treatment for addiction. And I will never forget my own patient whose opioid use disorder began with a course of morphine after a routine procedure.

It is important to recognize that we arrived at this place on a path paved with good intentions. Nearly two decades ago, we were encouraged to be more aggressive about treating pain, often without enough training and support to do so safely. This coincided with heavy marketing of opioids to doctors. Many of us were even taught – incorrectly – that opioids are not addictive when prescribed for legitimate pain.

The results have been devastating. Since 1999, opioid overdose deaths have quadrupled and opioid prescriptions have increased markedly – almost enough for every adult in America to have a bottle of pills. Yet the amount of pain reported by Americans has not changed. Now, nearly 2 million people in America have a prescription opioid use disorder, contributing to increased heroin use and the spread of HIV and hepatitis C.³

13. It is estimated that one in three Medicare Part D beneficiaries received opioids in 2016.⁴ These patients deserve both appropriate care and the ability to make decisions based on accurate, complete information about treatment risks and benefits. Unfortunately, Defendants’

³ See, e.g., CNN.com article “US surgeon general sends warning letter to all doctors on opioid epidemic,” August 25, 2016, at <http://www.cnn.com/2016/08/25/health/us-surgeon-general-letter-doctors-opioid-use/index.html>, providing a link to a PDF of the August 2016 letter from Vivek H. Murthy, United States Surgeon General, <http://i2.cdn.turner.com/cnn/2016/images/08/25/sg.opioid.letter.pdf> (last visited January 12, 2018).

⁴ HHS OIG Data Brief, OEI-02-17-00250, *Opioids in Medicare Part D: Concerns About Extreme Use and Questionable Prescribing* (2017).

deceptive marketing campaign deprived patients and their doctors of the ability to make informed medical decisions. Defendants deprived patients, and their doctors, the chance to exercise informed judgments concerning opioid use. By so doing, Defendants subjected patients and their third-party payers (including Plaintiffs' Assignors) to enormous costs and suffering.

JURISDICTION AND VENUE

14. This Court has jurisdiction pursuant to 28 U.S.C. §1332(d)(2) in that the amount in controversy exceeds \$5,000,000, exclusive of interest and costs, and one or more of the Class members is a citizen of a State different from one or more of Defendants.

15. This Court also has federal question jurisdiction pursuant to 28 USC §1331 because the complaint alleges a cause of action arising under the laws of the United States.

16. The Court has jurisdiction over Defendants because they conduct business in Ohio, purposefully direct or directed their actions toward Ohio and have the requisite minimum contacts with Ohio necessary to permit the Court to exercise jurisdiction. Venue is proper in this District, pursuant to 28 U.S.C. §1391, because a substantial part of the events or omissions giving rise to the claim occurred in this District.

PARTIES

17. Plaintiff MSPA Claims 1, LLC is a Florida entity, with its principal place of business located at 2600 S. Douglas Rd., Suite 1008, Coral Gables, FL 33134. MSPA Claims 1 is a citizen of the State of Florida and is not a citizen of the state of any of the Defendants. Numerous third-party payers have assigned their rights to MSPA Claims 1, LLC to recover payments for fraudulently-induced prescriptions. As a result of these assignments, MSPA Claims 1, LLC is empowered to pursue the claims of the third-party payers that purchased opioids as a result of the Defendants' pattern of racketeering activity and fraudulent conduct and paid for treatments for

beneficiaries who became addicted or dependent on opioids that were obtained through Defendants' pattern of racketeering and fraudulent activity. Accordingly, Plaintiff MSP Claims 1, by assignment, has suffered damages and now seeks reimbursement for the money lost by these Assignors that were forced to pay for claims related to fraudulent opioid prescriptions and any resulting treatments.

18. Plaintiff, MAO-MSO Recovery II, LLC is a Delaware entity with its principal place of business at 45 Legion Drive, Cresskill, NJ 07626. Numerous third-party payers have assigned their rights to MAO-MSO Recovery II, LLC to recover payments for fraudulently-induced prescriptions. As a result of these assignments, MAO-MSO Recovery II, LLC is empowered to pursue the claims of the third-party payers that purchased opioids and paid for treatments for beneficiaries who became addicted or dependent on opioids that were obtained through Defendants' pattern of racketeering and fraudulent activity. Accordingly, Plaintiff MAO-MSO Recovery II, LLC, by assignment, has suffered damages and now seeks reimbursement for the money lost by these Assignors that were forced to pay for claims related to fraudulent opioid prescriptions and any resulting treatments.

19. MSP Recovery Claims, Series LLC is a Delaware entity with its principal place of business located at 5000 S.W. 75th Avenue, Suite 400, Miami, Florida 33155. Numerous Medicare Advantage Organizations ("MAOs"), Independent Practice Associations ("IPAs"), Management Service Organizations ("MSOs"), Health Maintenance Organizations ("HMOs"), and other Medicare downstream entities across the United States have assigned their rights to MSP Recovery Claims, Series LLC, to recover payments for fraudulently-induced opioid prescriptions and treatments for beneficiaries who became addicted or dependent on opioids that were obtained through Defendants' pattern of racketeering and fraudulent activity. As a result of these

assignments, MSP Recovery Claims, Series LLC, is empowered and has standing herein to pursue the claims of its Assignors that paid for opioid prescriptions obtained through Defendants' pattern of fraudulent practices and treatments that resulted from such practices. Accordingly, Plaintiff MSP Recovery Claims, Series LLC, by assignment, has suffered damages and now seeks reimbursement for the money lost by these Assignors that were forced to pay for claims related to fraudulent opioid prescriptions and any resulting treatments.

20. Plaintiffs' Assignors paid Medicare benefits on behalf of the Medicare-eligible beneficiaries enrolled under the Medicare Advantage ("MA") program. MAOs and/or their Assignees paid or otherwise incurred losses for opioids through Defendants' racketeering and unlawful practice(s).

21. Defendant Purdue Pharma L.P. is a limited partnership organized under the laws of Delaware; Defendant Purdue Pharma Inc. is a New York corporation with its principal place of business in Stamford, Connecticut; and Defendant The Purdue Frederick is a Delaware corporation with its principal place of business in Stamford, Connecticut (the Purdue Defendants are collectively referred to as "Purdue").

22. Purdue manufactures, promotes, sells, and distributes opioids such as OxyContin, MS Contin, Dilaudid/Dilaudid HP, Butrans, Hysingla ER, and Targiniq ER throughout the U.S. and Ohio. OxyContin is Purdue's best-selling opioid. Since 2009, Purdue's annual sales of OxyContin have fluctuated between \$2.47 billion and \$2.99 billion, up four-fold from its 2006 sales of \$800 million. OxyContin constitutes roughly 30% of the entire market for painkillers.

23. Cephalon, Inc. is a Delaware corporation with its principal place of business in Frazer, Pennsylvania. Teva Pharmaceutical Industries, Ltd. ("Teva Ltd.") is an Israeli corporation with its principal place of business in Petah Tikva, Israel. In 2011, Teva Ltd. acquired Cephalon,

Inc. Teva Pharmaceuticals USA, Inc. (“Teva USA”) is a wholly owned subsidiary of Teva Ltd. and is a Delaware corporation with its principal place of business in Pennsylvania. Teva USA acquired Cephalon in October 2011. (Teva Pharmaceutical Industries, Ltd., Teva Pharmaceuticals USA, Inc., and Cephalon, Inc. are hereinafter referred to as “Cephalon.”)

24. Cephalon manufactures, promotes, sells, and distributes opioids such as Actiq and Fentora throughout the U.S. and Ohio. In 2008, Cephalon pled guilty to a criminal violation of the Federal Food, Drug and Cosmetic Act for its misleading promotion of Actiq and two other drugs and agreed to pay \$425 million.

25. Teva Ltd., Teva USA, and Cephalon Inc. work together closely to market and sell Cephalon opioid products in the United States. Teva Ltd. conducts all sales and marketing activities for Cephalon in the United States through Teva USA and has done so since its October 2011 acquisition of Cephalon. Teva Ltd. and Teva USA hold out Actiq and Fentora as Teva products to the public. Teva USA sells all former Cephalon branded products through its “specialty medicines” division. The FDA-approved prescribing information and medication guide, which is distributed with Cephalon opioids marketed and sold in Ohio, indicates that the guide was submitted by Teva USA, and directs physicians to contact Teva USA to report adverse events.

26. Teva Ltd. has directed Cephalon to disclose on prescription savings cards distributed in Ohio that it is a wholly-owned subsidiary of Teva Ltd., and indicating Teva Ltd. is responsible for certain co-pay costs. Cephalon’s promotional websites, including those for Actiq and Fentora, prominently display Teva Ltd.’s logo. Teva Ltd.’s financial reports list Cephalon’s and Teva USA’s sales as its own, and its year-end report for 2012 – the year immediately following the Cephalon acquisition – attributed a 22% increase in its specialty medicine sales to “the inclusion of a full year of Cephalon’s specialty sales.” Through interrelated operations like these,

Teva Ltd. operates in Ohio and the rest of the United States through its subsidiaries Cephalon and Teva USA. The United States is the largest of Teva Ltd.'s global markets, representing 53% of its global revenue in 2015, and, were it not for the existence of Teva USA and Cephalon, Inc., Teva Ltd. would itself conduct those companies' business in the United States. Upon information and belief, Teva Ltd. directs the business practices of Cephalon and Teva USA, and their profits inure to the benefit of Teva Ltd. as controlling shareholder.

27. Janssen Pharmaceuticals, Inc. is a Pennsylvania corporation with its principal place of business in Titusville, New Jersey, and is a wholly owned subsidiary of Johnson & Johnson ("J&J"), a New Jersey corporation with its principal place of business in New Brunswick, New Jersey. Ortho-McNeil-Janssen Pharmaceuticals, Inc., now known as Janssen Pharmaceuticals, Inc., is a Pennsylvania corporation with its principal place of business in Titusville, New Jersey. Janssen Pharmaceutica Inc., now known as Janssen Pharmaceuticals, Inc., is a Pennsylvania corporation with its principal place of business in Titusville, New Jersey. J&J is the only company that owns more than 10% of Janssen Pharmaceuticals' stock, and J&J corresponds with the FDA regarding Janssen's products. Upon information and belief, J&J controls the sale and development of Janssen Pharmaceuticals' drugs and Janssen's profits inure to J&J's benefit. (Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc., and J&J are referred to as "Janssen.")

28. Janssen manufactures, promotes, sells, and distributes drugs throughout the U.S. and Ohio, including the opioid Duragesic. Before 2009, Duragesic accounted for at least \$1 billion in annual sales. Until January 2015, Janssen developed, marketed, and sold the opioids Nucynta and Nucynta ER. Together, Nucynta and Nucynta ER accounted for \$172 million in sales in 2014.

29. Endo Health Solutions Inc. is a Delaware corporation with its principal place of

business in Malvern, Pennsylvania. Endo Pharmaceuticals Inc. is a wholly owned subsidiary of Endo Health Solutions Inc. and is a Delaware corporation with its principal place of business in Malvern, Pennsylvania. (Endo Health Solutions Inc. and Endo Pharmaceuticals Inc. are referred to as “Endo”).

30. Endo develops, markets, and sells prescription drugs, including the opioids Opana/Opana ER, Percodan, Percocet, and Zydone, throughout the U.S. and Ohio. Opioids made up roughly \$403million of Endo’s overall revenues of \$3 billion in 2012. Opana ER yielded \$1.15 billion in revenue from 2010 and 2013, and it accounted for 10% of Endo’s total revenue in 2012. Endo also manufactures and sells generic opioids such as oxycodone, oxymorphone, hydromorphone, and hydrocodone products in the U.S. and Ohio, by itself and through its subsidiary, Qualitest Pharmaceuticals, Inc.

31. Allergan PLC is a public limited company incorporated in Ireland with its principal place of business in Dublin, Ireland. Actavis PLC acquired Allergan PLC in March 2015, and the combined company changed its name to Allergan PLC in June 2015. Before that, Watson Pharmaceuticals, Inc. acquired Actavis Inc. in October 2012, and the combined company changed its name to Actavis, Inc. as of January 2013 and then Actavis PLC in October 2013. Watson Laboratories, Inc. is a Nevada corporation with its principal place of business in Corona, California, and is a wholly-owned subsidiary of Allergan PLC (f/k/a Actavis, Inc., f/k/a Watson Pharmaceuticals, Inc.). Actavis Pharma, Inc. (f/k/a Actavis, Inc.) is a Delaware corporation with its principal place of business in New Jersey and was formerly known as Watson Pharma, Inc. Actavis LLC is a Delaware limited liability company with its principal place of business in Parsippany, New Jersey. Each of these defendants is owned by Allergan PLC, which uses them to market and sell its drugs in the United States. Upon information and belief, Allergan PLC exercises control over these marketing and sales efforts and profits from the sale of Allergan/Actavis

products ultimately inure to its benefit. (Allergan PLC, Actavis PLC, Actavis, Inc., Actavis LLC, Actavis Pharma, Inc., Watson Pharmaceuticals, Inc., Watson Pharma, Inc., and Watson Laboratories, Inc. are referred to as “Actavis.”)

32. Actavis manufactures, promotes, sells, and distributes opioids, including the branded drugs Kadian and Norco, a generic version of Kadian, and generic versions of Duragesic and Opana, throughout the U.S. and Ohio. Actavis acquired the rights to Kadian from King Pharmaceuticals, Inc. on December 30, 2008, and began marketing Kadian in 2009.

33. Defendants Purdue Pharma L.P., Purdue Pharma, Inc., The Purdue Frederick Company, Inc., Teva Pharmaceutical Industries, Ltd., Teva Pharmaceutical USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutical, Inc. n/k/a Janssen Pharmaceuticals, Inc., Endo Health Solutions, Inc., Endo Pharmaceuticals, Inc., Allergan PLC f/k/a Actavis PLC, Watson Pharmaceuticals n/k/a Actavis, Inc., Watson Laboratories, Inc., Actavis LLC, Actavis Pharma, Inc., f/k/a/ Watson Pharma, Inc. are collectively referred to as “Pharmaceutical Defendants.”

34. Defendant McKesson Corporation (McKesson) is a Delaware corporation with its principal place of business in San Francisco, California.

35. For fiscal year ended March 31, 2017, McKesson generated revenues of \$198.5 billion.⁵

36. In its 2017 Annual Report, McKesson states that it “partner[s] with pharmaceutical manufacturers, providers, pharmacies, governments and other organizations in

⁵ McKesson 2017 Annual Report, http://investor.mckesson.com/sites/mckesson.investorhq.businesswire.com/files/report/file/2017_McKesson_Annual_Report_0.pdf.

healthcare to help provide the right medicines, medical products and healthcare services to the right patients at the right time, safely and cost-effectively.”⁶

37. According to the 2017 Annual Report, McKesson’s “pharmaceutical distribution business operates and serves thousands of customer locations through a network of 27 distribution centers, as well as a primary redistribution center, two strategic redistribution centers and two repackaging facilities, serving all 50 states and Puerto Rico.”⁷

38. McKesson is the largest pharmaceutical distributor in the United States.

39. McKesson conducts substantial pharmaceutical business throughout Ohio and has more than 40,000 customers nationally.

40. Defendant Cardinal Health Inc. (“Cardinal”) is an Ohio corporation with its principal place of business in Dublin, Ohio.

41. In 2016, Cardinal generated revenues of \$121.5 billion.

42. Cardinal conducts substantial pharmaceutical business throughout Ohio.

43. AmerisourceBergen Corporation (“Amerisource”) is a Delaware corporation with its principal place of business in Chesterbrook, Pennsylvania.

44. According to its 2016 Annual Report, Amerisource is “one of the largest global pharmaceutical sourcing and distribution services companies, helping both healthcare providers and pharmaceutical and biotech manufacturers improve patient access to products and enhance patient care.”⁸

45. Amerisource conducts substantial pharmaceutical business in Ohio, including the distribution of drugs from its facilities located in Ohio.

⁶ *Id.*

⁷ *Id.*

⁸ Amerisource 2016 Annual Report found at <http://www.amerisourcebergen.com/investor/phoenix.zhtml?c=61181&p=irol-irhome>

46. Defendants McKesson Corporation, Cardinal Health Inc., AmerisourceBergen Corporation, are collectively referred to as “Wholesale Defendants.”

STANDING

47. Plaintiffs have been assigned all legal rights of recovery and reimbursement for health care services and Medicare benefits provided by MAOs, HMOs, MSOs, and IPAs (collectively, the “Assignors”), that administer Medicare benefits for Medicare beneficiaries under Medicare Part C and/or Medicare Part D; whether said rights arise from (i) contractual agreements, such as participation and network agreements with capitation and risk sharing arrangements, and/or (ii) state and federal laws that provide for the reimbursement of payments made by the assignor health plans, including the right to recover claims for health care services on a fee-for-service basis.

48. All of these assignments are valid and binding contracts and are alleged in some detail below.

49. On 9/21/2015, 7th Avenue Medical Plaza, Inc. entered into an assignment with MSP Recovery 15-473, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 15-473, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover

payments as assigned from 7th Avenue Medical Plaza, Inc. This assignment was made pursuant to the Series 15-09-32 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

50. On 12/10/2015, Alianza Profesional de Cuidado Medico, Inc. entered into an agreement with MSP Recovery 15-627, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 15-627, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Alianza Profesional de Cuidado Medico, Inc. This assignment was made pursuant to the Series 15-12-404 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

51. On 8/12/2015, America's 1st Choice Health Plans, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information

used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from America's 1st Choice Health Plans, Inc. This assignment was made pursuant to the Series 15-08-16 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

52. On 8/12/2015, America's 1st Choice of South Carolina, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from America's 1st Choice of South Carolina, Inc. This assignment was made pursuant to the Series 15-08-16 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between

each party in executing these assignments.

53. On 12/16/2015, Arse, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments assigned from Arse, Inc. This assignment was made pursuant to the Series 15-12-406 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

54. On 3/1/2016, Asomante Medical Group, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Puerto Rico law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned

from Asomante Medical Group, Inc. This assignment was made pursuant to the Series 16-03-444 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

On 2/26/2016, Asociacion Medico Selecto de la Montana, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Puerto Rico law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover as assigned from Asociacion Medico Selecto de la Montana, Inc. This assignment was made pursuant to the Series 16-03-441 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

55. On 2/18/2016, Broward Primary Partners, LLC entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to

pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims")." The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Broward Primary Partners, LLC. This assignment was made pursuant to the Series 16-02-437 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

56. On 2/4/2016, Canovanas Medical Group, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language "[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims")." The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Canovanas Medical Group, Inc. This assignment was made pursuant to the Series 16-02-427 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these

assignments.

57. On 1/19/2017, Ortho Miami (CE Ceballos MD LLC) entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims”.” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Ortho Miami (CE Ceballos MD LLC).” This assignment was made pursuant to the Series 17-03-584 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

58. On 5/2/2016, Centro Ceski, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date

hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims". The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Puerto Rico law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Centro Ceski. This assignment was made pursuant to the Series 16-02-445 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

59. On 2/22/2016, Centro Medico de Salinas, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language "[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims")." The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments assigned from

Centro Medico de Salinas, Inc. This assignment was made pursuant to the Series 16-02-438 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

60. On 11/23/2015, Century HealthCare, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Century HealthCare, Inc. This assignment was made pursuant to the Series 15-08-24 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

61. On 12/16/2015, Corporacion Medica Oriental, Corp. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information

used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Corporacion Medica Oriental, Corp. This assignment was made pursuant to the Series 15-12-407 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

62. On 3/31/2016, Corporacion Puertorriquena de Salud, Inc. (CPS) entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims”.” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Puerto Rico law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series

LLC, irrevocably assigning its right to recover payments as assigned from Corporacion Puertorriquena de Salud, Inc. (CPS).” This assignment was made pursuant to the Series 16-04-448 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

63. On 11/23/2015, Doctor's Group Management, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Doctor's Group Management, Inc. This assignment was made pursuant to the Series 15-08-26 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

64. On 8/14/2015, Family Medicine Group, Inc. entered into an agreement with MSP Recovery 15-222, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's

right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 15-522, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Family Medicine Group, Inc. This assignment was made pursuant to the Series 15-09-281 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

65. On 6/19/2017, Fallon Community Health Plan, Inc. entered into an agreement with MSP Recovery LLC. Said assignment included the following language “[c]lient hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims”.” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Massachusetts

law. On 6/20/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Fallon Community Health Plan, Inc. This assignment was made pursuant to the Series 17-04-631 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

66. On 10/9/2015, Farid Marquez, MD, PA entered into an agreement with MSP Recovery 529, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 529, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Farid Marquez, MD, PA. This assignment was made pursuant to the Series 15-09-284 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

67. On 2/26/2016, First Medical Center, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns,

transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Puerto Rico law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from First Medical Center, Inc. This assignment was made pursuant to the Series 16-03-442 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

68. On 8/12/2015, Foothill Accountable Medical Group, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Foothill Accountable Medical Group, Inc. This assignment was made pursuant to the Series 15-08-15 agreement. This second assignment contract was executed by individuals of

majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

69. On 8/12/2015, Freedom Health, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Freedom Health, Inc. This assignment was made pursuant to the Series 15-08-16 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

70. On 12/10/2015, Grupo de Cuidado Medico Integral, Inc. entered into an agreement with MSP Recovery 15-626, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The

assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 15-626, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Grupo de Cuidado Medico Integral, Inc. This assignment was made pursuant to the Series 15-12-403 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

71. On 2/4/2016, Grupo Medico Aliado Del Noreste, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Grupo Medico Aliado Del Noreste, Inc. This assignment was made pursuant to the Series 16-02-433 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

72. On 2/2/2015, Grupo Medico del Noreste, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns,

transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims")." The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Grupo Medico del Noreste, Inc. This assignment was made pursuant to the Series 16-02-429 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

73. On 2/4/2016, Grupo Medico del Yunque, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language "[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims")." The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Grupo Medico del Yunque, Inc. This assignment was made pursuant to the Series 16-02-428 agreement. This second assignment contract was executed by individuals of majority, of sound

mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

74. On 4/28/2016, Health First Administrative Plans, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims”.” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Health First Administrative Plans, Inc. This assignment was made pursuant to the Series 16-05-456 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

75. On 8/28/2015, Healthcare Advisors Services, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns,

transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims")." The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Healthcare Advisors Services, Inc. This assignment was made pursuant to the Series 15-08-27 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

76. On 10/8/2015, Healthcare Alliance Group, Inc. entered into an agreement with MSP Recovery 15-475, LLC. Said assignment included the following language "[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims")." The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 15-475, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Healthcare Alliance Group, Inc. This assignment was made pursuant to the Series 15-09-273 agreement. This second assignment contract was executed by individuals

of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

77. On 9/14/2015, Hygea Health Holdings, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Hygea Health Holdings, Inc. This assignment was made pursuant to the Series 15-08-19 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

78. On 8/11/2015, Intervalley Health Plan, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of

sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Intervalley Health Plan, Inc. This assignment was made pursuant to the Series 15-09-242 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

79. On 12/10/2015, MCA Health Group, LLC entered into an agreement with MSP Recovery 15-625, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 15-625, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from MCA Health Group, LLC. This assignment was made pursuant to the Series 15-12-402 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

80. On 12/10/2015, Medico-Caribe CSP, Inc. entered into an agreement with MSP

Recovery 15-623, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 15-623, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Medico-Caribe CSP, Inc. (medico).” This assignment was made pursuant to the Series 15-12-400 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

81. On 2/18/2016, Medical IPA of the Palm Beaches, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Medical IPA of the Palm Beaches, Inc. This assignment was made

pursuant to the Series 16-02-436 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

82. On 12/10/2015, Metro Medical Health Group, Inc. entered into an agreement with MSP Recovery 15-622, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 15-622, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Metro Medical Health Group, Inc. This assignment was made pursuant to the Series 15-12-399 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

83. On 2/28/2017, Miami Institute for Joint Reconstruction (Arturo Corces, MD PA) entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory

right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims".

The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Miami Institute for Joint Reconstruction (Arturo Corces, MD PA). This assignment was made pursuant to the Series 17-02-565 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

84. On 12/10/2015, Millennium Medical, Inc. entered into an agreement with MSP Recovery 15-621, LLC. Said assignment included the following language "[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").

The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 15-621, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as

assigned from Millennium Medical, Inc. This assignment was made pursuant to the Series 15-12-398 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

85. On 6/12/2017, MMM Holdings, LLC entered into an agreement with MSP Recovery, LLC Client hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims". The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/20/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from MMM Holdings, LLC. This assignment was made pursuant to the Series 17-02-554 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

86. On 12/10/2015, Opcion MCA, Inc. entered into an agreement with MSP Recovery 15-624, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 15-624, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Opcion MCA, Inc. This assignment was made pursuant to the Series 15-12-401 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

87. On 8/12/2015, Optimum Healthcare and Affiliates, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an

agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Optimum Healthcare and Affiliates, Inc. This assignment was made pursuant to the Series 15-08-14 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

88. On 11/8/2016, OrthoNow, LLC (Doral) entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims”.” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from OrthoNow, LLC (Doral).” This assignment was made pursuant to the Series 16-11-524 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law.

Consideration was given between each party in executing these assignments.

89. On 12/23/2015, Palm Beach Primary Care Associates, Inc. entered into an agreement with MSP Recovery 16-1, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 16-1, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Palm Beach Primary Care Associates, Inc. This assignment was made pursuant to the Series 16-01-409 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

90. On 10/29/2015, Physician Access Urgent Care Group, LLC (PAUG) entered into an agreement with MSP Recovery 15-580, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 15-580, LLC

entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Physician Access Urgent Care Group, LLC (PAUG).” This assignment was made pursuant to the Series 15-10-362 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

91. On 10/9/2015, PDP Health Management, Inc. entered into an agreement with MSP Recovery 15-333, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 15-333, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from PDP Health Management, Inc. This assignment was made pursuant to the Series 15-09-293 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

92. On 12/3/2015, Physicians HMO (IPA 951) entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's

right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Physicians HMO (IPA 951). This assignment was made pursuant to the Series 15-12-396 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

93. On 12/13/2016, Plum Healthcare Group, LLC entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims”.” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP

Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Plum Healthcare Group, LLC. This assignment was made pursuant to the Series 16-10-504 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

94. On 5/6/2016, Policlinicas Medicas Asociadas, Inc. entered into an agreement with MSP Recovery, LLC, Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Puerto Rico law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover as assigned from Policlinicas Medicas Asociadas, Inc. This assignment was made pursuant to the Series 16-05-457 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

95. On 5/6/2016, Policlinicas Medicas Asociadas, Inc. entered into an agreement with MSP Recovery, LLC, irrevocably assigning its right to recover payments . The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind

the respective parties. The assignment was entered into under Puerto Rico law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Policlinicas Medicas Asociadas, Inc. This assignment was made pursuant to the Series 16-05-457 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

96. On 4/16/2016, Ponce Advance Medical Group, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims”.” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Puerto Rico law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Ponce Advance Medical Group, Inc. This assignment was made pursuant to the Series 16-04-454 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal

authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

97. On 2/18/2016, Preferred Primary Care, LLC entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Preferred Primary Care, LLC. This assignment was made pursuant to the Series 16-02-435 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

98. On 8/13/2015, Presgar Imaging of CMI North, LLC entered into an agreement with MSP Recovery 200, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals

of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 200, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Presgar Imaging of CMI North, LLC. This assignment was made pursuant to the Series 15-08-21 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

99. On 1/15/2016, Primary Physicians Medical Services, LLC entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[i]n order to pursue the Primary Payors Claims, and as limited to the Primary Payors Claims client hereby assigns, transfers, conveys, sets over and delivers to MSP or its Assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information and data used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party (the "Assigned Claims").” This includes, but is not limited to, primary payors and/or third parties that may be liable to client arising from or relating to the Assigned Claims. The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Puerto Rico law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Primary Physicians Medical Services, LLC. This assignment was made pursuant to the Series 16-01-413 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under

Delaware law. Consideration was given between each party in executing these assignments.

100. On 4/20/2015, Primum HealthCare, LLC entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Primum HealthCare, LLC. This assignment was made pursuant to the Series 15-11-384 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

101. On 10/29/2015, Puerto Rico Performance Medical Group, Inc. entered into an agreement with MSP Recovery, 15-604 LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, 15-604 LLC

entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Puerto Rico Performance Group, Inc. This assignment was made pursuant to the Series 15-11-383 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

102. On 2/26/2016, Quality Care Physicians, LLC entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Puerto Rico law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Quality Care Physicians, LLC. This assignment was made pursuant to the Series 16-03-440 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

103. On 9/21/2015, Quality Medical Association of West Delray, Inc. entered into an agreement with MSP Recovery 16-2, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns,

any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 16-2, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Quality Medical Association of West Delreay, Inc. This assignment was made pursuant to the Series 16-01-410 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

104. On 2/22/2016, Quality Medical Group, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Quality Medical Group, Inc. This assignment was made pursuant to the Series 16-02-439 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered

into under Delaware law. Consideration was given between each party.

105. On 2/18/2016, Healthy Partners/Risk Watchers, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Healthy Partners / Risk Watchers, Inc. This assignment was made pursuant to the Series 15-09-31 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

106. On 7/26/2016, SE Primary Services, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to client arising from or relating to

the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims".” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Puerto Rico law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from SE Primary Services, Inc. This assignment was made pursuant to the Series 16-07-481 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

107. On 1/18/2016, Southern Healthcare Group, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Southern Healthcare Group, Inc. This assignment was made pursuant to the Series 16-01-420 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these

assignments.

108. On 5/12/2017, SummaCare, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims”.” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Ohio law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from SummaCare, Inc. This assignment was made pursuant to the Series 16-11-509 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

109. On 9/21/2015, Suncoast Medical Network 2, Inc. entered into an agreement with MSP Recovery, 220, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information

used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 220, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Suncoast Medical Network 2, Inc. This assignment was made pursuant to the Series 15-08-10 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

110. On 11/9/2015, Suncoast Provider Network, Inc. entered into an agreement with MSP Recovery 15-608, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 15-608, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Suncoast Provider Network, Inc. This assignment was made pursuant to the Series 15-11-387 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in

executing these assignments.

111. On 11/3/2015, Transatlantic Healthcare entered into an agreement with MSP Recovery 15-131, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 15-131, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Transatlantic Healthcare. This assignment was made pursuant to the Series 15-11-385 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

112. On 11/3/2015, Trinity Physicians, LLC entered into an agreement with MSP Recovery 15-592, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery 15-592, LLC entered into an agreement

with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Trinity Physicians, LLC. This assignment was made pursuant to the Series 15-11-371 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

113. On 11/23/2015, University Health Care MSO, Inc. entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from University Health Care MSO, Inc. This assignment was made pursuant to the Series 15-08-25 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

114. On 4/7/2016, Verimed IPA, LLC entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns,

any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims". The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 6/12/2017, MSP Recovery, LLC entered into an agreement with MSP Recovery Claims, Series LLC, irrevocably assigning its right to recover payments as assigned from Verimed IPA, LLC. This assignment was made pursuant to the Series 15-09-108 agreement. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Delaware law. Consideration was given between each party in executing these assignments.

115. On 4/28/2015, Choice One Medical Group, LLC entered into an agreement with MSPA Claims II, LLC. Said assignment included the following language "[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims")." The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 1/21/2016, MSPA Claims II, LLC entered into an agreement with

MSP Recovery Services, LLC, irrevocably assigning its right to recover payments as assigned from Choice One Medical Group, LLC. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Florida law. On 1/21/2016, MSP Recovery Services, LLC entered into an agreement with MSPA Claims I, LLC, irrevocably assigning its right to recover payments as assigned from Choice One Medical Group, LLC and MSPA Claims II, LLC. This third assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This third assignment was entered into under Florida law. Consideration was given between each party in executing these assignments.

116. On 6/2/2015, Meridian Health Systems ACO, Corp. (Meridian Holdings) entered into an agreement with MSPA Claims VIII, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 1/21/2016, MSPA Claims VIII, LLC entered into an agreement with MSP Recovery Services, LLC, irrevocably assigning its right to recover payments as assigned from Meridian Holdings. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Florida law. On 1/21/2016, MSP Recovery Services, LLC entered into an agreement with MSPA Claims I, LLC, irrevocably assigning its right to recover payments as assigned from Meridian Holdings and MSPA Claims VIII, LLC.

This third assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This third assignment was entered into under Florida law. Consideration was given between each party in executing these assignments.

117. On 5/14/2015, Pasteur Medical Centers entered into an agreement with MSP Claims III, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 1/21/2016, MSP Claims III, LLC entered into an agreement with MSP Recovery Services, LLC, irrevocably assigning its right to recover payments as assigned from Pasteur Medical Centers. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Florida law. On 1/21/2016, MSP Recovery Services, LLC entered into an agreement with MSPA Claims 1, LLC, irrevocably assigning its right to recover payments as assigned from Pasteur Medical Centers and MSP Claims III, LLC. This third assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This third assignment was entered into under Florida law. Consideration was given between each party in executing these assignments.

118. On 6/25/2015, Professional Health Choice entered into an agreement with MSP Claims XI, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's

right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 1/21/2016, MSP Claims XI, LLC entered into an agreement with MSP Recovery Services, LLC, irrevocably assigning its right to recover payments as assigned from Professional Health Choice. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Florida law. On 1/21/2016, MSP Recovery Services, LLC entered into an agreement with MSPA Claims 1, LLC, irrevocably assigning its right to recover payments as assigned from Professional Health Choice and MSP Claims XI, LLC. This third assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This third assignment was entered into under Florida law. Consideration was given between each party in executing these assignments.

119. On 6/2/2015, Texas Physicians ACO entered into an agreement with MSPA Claims X, LLC. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 1/21/2016, MSPA Claims X, LLC entered into an agreement with MSP Recovery Services, LLC, irrevocably assigning its right to recover payments as assigned

from Texas Physicians ACO. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Florida law. On 1/21/2016, MSP Recovery Services, LLC entered into an agreement with MSPA Claims 1, LLC, irrevocably assigning its right to recover payments as assigned from Texas Physicians ACO and MSPA Claims X, LLC. This third assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This third assignment was entered into under Florida law. Consideration was given between each party in executing these assignments.

120. On 12/16/2014, Interamerican Medical Center Group, LLC (IMC) entered into an agreement with MSP Recovery, LLC. Said assignment included the following language “[c]lient hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims”.” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 2/20/2015, MSP Recovery, LLC entered into an agreement with MSPA Claims 1, LLC, irrevocably assigning its right to recover payments as assigned from Interamerican Medical Center Group, LLC (IMC).” This second assignment contract was executed by individuals of

majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Florida law. Consideration was given between each party in executing these assignments.

121. On 8/25/2015, MedConnect Solutions, Inc. entered into an agreement with MSPA Claims III. Said assignment included the following language “[c]lient hereby assigns, transfers, conveys, sets over and delivers to MSP Recovery, or its assigns, any and all of Client's right, title, ownership and interest in and to all rights and entitlements, and all information used to pursue and/or recover monies for Client that Client has, may have had, or has asserted against any party ("Assigned Claims").” The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. On 1/21/2016, MSPA Claims III, LLC entered into an agreement with MSP Recovery Services, LLC, irrevocably assigning its right to recover payments as assigned from MedConnect Solutions, Inc. This second assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This second assignment was entered into under Florida law. On 1/21/2016, MSP Recovery Services, LLC entered into an agreement with MSPA Claims 1, LLC, irrevocably assigning its right to recover payments as assigned from MedConnect Solutions, Inc. and MSPA Claims III, LLC. This third assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. This third assignment was entered into under Florida law. Consideration was given between each party in executing these assignments.

122. On 4/27/2017, Reliance ACO, LLC entered into an agreement with MSP Recovery Claims, Series LLC. Said assignment included the following language “[c]lient hereby irrevocably assigns, transfers, conveys, sets over and delivers to MSP Recovery, and any of its successors and

assigns, any and all of Client's right, title, ownership and interest in and to all Claims existing on the date hereof, whether based in contract, tort, statutory right, and any and all rights (including, but not limited to, subrogation) to pursue and/or recover monies for Client that Client had, may have had, or has asserted against any party in connection with the Claims and all rights and claims against primary payers and/or third parties that may be liable to client arising from or relating to the Claims, including claims under consumer protection statutes and laws, and all information relating thereto, all of which shall constitute the "Assigned Claims". The assignment contract was executed by individuals of majority, of sound mind, and with legal authority to bind the respective parties. The assignment was entered into under Florida law. Consideration was given between each party in executing these assignments.

FACTUAL ALLEGATIONS

MEDICARE ALLEGATIONS

123. Plaintiffs are the assignees of entities that administer Medicare benefits to Medicare beneficiaries through Medicare Part C and/or Medicare Part D.

The Social Security Act

124. The Medicare Act is found within the Social Security Act under Title XVIII. The Social Security Act was enacted on August 14, 1935. *See Soc. Sec. Admin.*, <https://www.ssa.gov/history/1930.html> (last visited Jan. 15, 2017). A few years thereafter, the law added benefits for a retiree's spouse, as well as children and disability benefits. *Id.* It is "the foundation of economic security for millions of Americans—retirees, disabled persons, and families of retired, disabled or deceased workers. About 163 million Americans pay Social Security taxes and 59 million collect monthly benefits. About one family in four receives income

from Social Security.” See Nat. Academy of Soc. Ins., <https://www.nasi.org/learn/socialsecurity/overview> (last visited Jan. 15, 2017).

125. The Social Security System uses taxpayer money to pay benefits to retirees, the disabled, survivors of workers who have died, and dependents of beneficiaries. See *Understanding the Benefits, Social Security Administration*, 4 (March 2016), <https://www.ssa.gov/pubs/EN-05-10024.pdf>. Any unused money goes to the Social Security trust fund. *Id.* “Nearly 84 percent of all people 65 and older (“Seniors”) receive social security.” *Nat. Academy of Soc. Ins.*, 4 (Aug. 2016), https://www.nasi.org/sites/default/files/research/2016_Social_Security_Primer.pdf (last visited Jan. 15, 2017). In 1965, Congress amended the Social Security Act to create the Medicare Act under Title XVIII.

The Medicare Act

126. The Medicare Act functions as a “federally funded health insurance program for the elderly and the disabled.” *Thomas Jefferson Univ. v. Shalala*, 512 U.S. 504, 506 (1993). The Medicare Act consists of five parts — Part A, B, C, D and E. Part A and Part B “create, describe, and regulate traditional fee-for-service, government-administered Medicare.” *In re Avandia Mktg. Sales Practices and Products Liability Litigation*, 685 F.3d 353, 357 (3d Cir. 2012) (citing 42 U.S.C. §§ 1395c to 1395i-5; 1395j to 1395w). Part C outlines the Medicare Advantage program and provides that Medicare beneficiaries may elect for private insurers to deliver their Medicare benefits to them. 42 U.S.C. §§ 1395w-21-29. Further, Part D provides for prescription drug coverage to Medicare beneficiaries, and Part E contains miscellaneous provisions related to 42 U.S.C. §§ 1395x, 1395y.

127. An enrollee’s health coverage with an MAO is strictly construed and regulated by CMS. *Id.* So much so that CMS provides detailed templates for MAOs to use when they create

documents, including an evidence of coverage that is provided to enrollees. *See* CMS, <https://www.cms.gov/Medicare/Health-Plans/ManagedCareMarketing/MarketngModelsStandardDocumentsandEducationalMaterial.html> (last visited January 12, 2018).

128. In essence, Medicare Part C is the functional equivalent of Original Medicare. *See* 42 C.F.R. §§ 422.108(f), 422.101; *Honey v. Bayhealth Med. Ctr., Inc.*, 2015 Del. Super. LEXIS 378, at *18 (Del. Super. Ct. July 28, 2015) (holding “an MAO is squarely within the traditional Medicare system”).

The Medicare Part C Program

129. Since the 1970s, Medicare beneficiaries have had the option to receive their Medicare benefits through private health plans, mainly Health Maintenance Organizations (“HMOs”), as an alternative to the federally administered traditional Medicare programs. *See* Kaiser Family Foundation website, <http://kff.org/medicare/fact-sheet/medicare-advantage/> (last visited Jan. 15, 2017). The Balanced Budget Act of 1997 named Medicare’s managed care program “Medicare+Choice” and the Medicare Modernization Act (MMA) of 2003 renamed it “Medicare Advantage.” *Id*; *see also Collins v. Wellcare Healthcare Plans, Inc.*, 73 F. Supp. 3d 653, 659 (E.D. La. 2014). “The congressional goal in creating the Medicare Part C option was to harness the power of private sector competition to stimulate experimentation and innovation to create a more efficient and less expensive Medicare system.” D. Gary Reed, Medicare Advantage Misconceptions Abound, 27 Health Law 1, 3 (2014). Congress sought to achieve this goal by implementing a program wherein the government would pay private health insurers a flat rate per enrollee to administer and provide the same basic benefits received under traditional Medicare. *See Honey v. Bayhealth Med. Ctr., Inc.*, 2015 Del. Super. LEXIS 378, at *7-17 (Del. Super. Ct.

July 28, 2015). Pursuant to this framework, an MAO pays providers directly for the care received by Part C enrollees. *Id.* at *10. To the extent that this care exceeds the flat rate received from the government, an MAO assumes the risk and cost. *Id.* In the event that care costs less than the flat rate received, an MAO is permitted to keep the difference as a profit. *Id.*

130. To be approved to be an MAO, a private insurer must enter a bidding process, meeting certain threshold requirements. *Id.* MAOs must also be licensed in each State in which they operate. *Id.* MAOs must offer an “[evidence] of coverage” annually, approved by CMS to enrollees. *Id.* In providing the basic benefits offered to traditional Medicare enrollees, MAOs must abide by national coverage determinations provided by CMS. *Id.* In addition, all coverage disputes between enrollees and MAOs must go through the traditional Medicare appeals process. *Id.* at *11. The decisions coming out of the Medicare appeals process are, moreover, binding upon an MAO. *Id.*

131. It is the federal government which sets the fixed rate at which MAOs will be remunerated. *Id.* at *12. Likewise, the federal government establishes the basic services that each Part C private insurer participant must provide. *Id.* These private health insurers are, further, constrained in their ability to deny coverage, limited to the decisions of federally anointed adjudicators. *Id.* The discretion permitted to these private insurers is within this federally created framework – not outside or even alongside it. *Id.* at *12-13. Under Part C, the contract is between the federal government and the insurer. *Id.* at *13.

132. In this case, Plaintiffs’ Assignors entered into a contract with CMS to provide Medicare benefits in accordance with the Medicare Part C program to Medicare-eligible enrollees and, in return, received a per capita fee from CMS. *See Humana Med. Plan, Inc. v. W. Heritage Ins. Co.*, 2016 U.S. App. LEXIS 14509, at *11 (11th Cir. 2016) (“Under the Medicare Advantage

program, a private insurance company, operating as an MAO, administers the provision of Medicare benefits pursuant to a contract with CMS. CMS pays the MAO a fixed fee per enrollee, and the MAO provides at least the same benefits as an enrollee would receive under traditional Medicare.”); *see also* 42 U.S.C. §§ 1395w-22(a), 1395w-23. Therefore, the defining factor of a truly private insurance plan, one between insured and an insurer, is lacking. *See W. Heritage Ins. Co.*, 2016 U.S. App. LEXIS 14509 at *11.

133. In sum, MAOs are more akin to traditional Medicare, rather than a private health insurance plan. *Id.* at *16-17 (“There is no such thing as a [M]edicare Advantage insurance policy.”). Medicare Advantage is, instead, a federal program. *Id.*

Medicare Part D

134. Medicare Part D coverage is voluntary prescription drug benefits program for Medicare beneficiaries established in 2003. A beneficiary may enroll in Part D if he or she lives in the service area of a Part D plan and is entitled to Medicare benefits under Part A or enrolled under Part B.

135. Unlike Parts A and B, yet similar to Medicare Part C, Medicare Part D is based on a private market model, wherein Medicare contracts with private entities, known as Part D “sponsors” to administer prescription drug plans.

136. The Part D plan sponsor must provide qualified prescription drug coverage which includes “standard prescription drug coverage” or “alternative prescription drug coverage” with at least actuarially equivalent benefits.

137. A Plan D sponsor submits a bid in the year prior to the calendar year in which Part D benefits will actually be delivered. The bid contains a per member per month cost estimate for providing Part D benefits to an average Medicare beneficiary in the geographic area.

138. If the Plan D plan sponsor's bid exceeds the benchmark, the enrolled beneficiary must pay the difference as part of a monthly premium. CMS then provides each Part D plan sponsor with advance monthly payments equal to the Part D plan sponsor's standardized bid.

THE OPIOID DISTRIBUTION SCHEME

Wholesale Defendants

139. Defendants McKesson, Cardinal and Amerisource (collectively "Wholesale Defendants") are the three largest opioid distributors in the United States, including the State of Ohio.

140. The Wholesale Defendants purchased opioids from manufacturers, such as the Pharmaceutical Defendants, and sold them to pharmacies, which in turn sold them to Plaintiffs' Assignors' beneficiaries.

141. The Wholesale Defendants played an integral role in distributing opioids to members of Plaintiffs' Assignors.

142. The Wholesale Defendants owe a duty under federal law (21 U.S.C. §823; 21 CFR 1301.74) and several states laws (as further described below) to monitor, detect, investigate, refuse to fill, and report suspicious orders of prescription opioids.

143. The Wholesale Defendants were each on notice that the controlled substances they distributed were susceptible to abuse and overuse and were not effective for long-term use.

144. The Wholesale Defendants were each on notice that there was an alarming and suspicious increase in opioid distribution to retailers within the United States.

145. As entities involved in the distribution of opioid medications, Wholesale Defendants were engaged in abnormally and/or inherently dangerous activity and had a duty of care under federal and state law.

146. The Wholesale Defendants had a duty to monitor suspicious or alarming orders of opioid pharmaceuticals and to report suspicious orders to the proper authorities and governing bodies, including the Drug Enforcement Agency (“DEA”) and the respective states Board of Pharmacy.

147. The Wholesale Defendants failed in their duty to act to prevent or reduce the distribution of these drugs.

148. The Wholesale Defendants were in a unique position and had a duty to monitor, report, or otherwise limit the flow of these drugs throughout the United States.

149. The Wholesale Defendants were warned in 2006 and 2007 by the DEA about their duty to avoid filling suspicious orders. In January 2017, Defendant McKesson settled allegations, with the DEA and Department of Justice (“DOJ”), stemming from its failure to report suspicious orders and for filling suspicious orders.

150. The Wholesale Defendants, in the interest of their own profits, intentionally failed in this duty.

151. The DEA has repeatedly taken administrative action to force compliance:

- a. On April 24, 2007, the DEA issued an *Order to Show Cause and Immediate Suspension Order* against the AmerisourceBergen Orlando, Florida distribution center alleging failure to maintain effective controls against diversion of controlled substances. On June 22, 2007, AmerisourceBergen entered into a settlement which resulted in the suspension of its DEA registration;
- b. On November 28, 2007, the DEA issued an *Order to Show Cause and Immediate Suspension Order* against the Cardinal Health Auburn, Washington Distribution Center (“Auburn Facility”) for failure to maintain

effective controls against diversion of hydrocodone;

- c. On December 5, 2007, the DEA issued an *Order to Show Cause and Immediate Suspension Order* against the Cardinal Health Lakeland, Florida Distribution Center (“Lakeland Facility”) for failure to maintain effective controls against diversion of hydrocodone;
- d. On December 7, 2007, the DEA issued an *Order to Show Cause and Immediate Suspension Order* against the Cardinal Health Swedesboro, New Jersey Distribution Center (“Swedesboro Facility”) for failure to maintain effective controls against diversion of hydrocodone;
- e. On January 30, 2008, the DEA issued an *Order to Show Cause and Immediate Suspension Order* against the Cardinal Health Stafford, Texas Distribution Center (“Stafford Facility”) for failure to maintain effective controls against diversion of hydrocodone;
- f. On May 2, 2008, McKesson Corporation entered into an *Administrative Memorandum of Agreement* (“2008 MOA”) with the DEA which provided that McKesson would “maintain a compliance program designed to detect and prevent the diversion of controlled substances, inform DEA of suspicious orders required by 21 CFR §1301.74(b), and follow the procedures established by its Controlled Substance Monitoring Program”;
- g. On September 30, 2008, Cardinal Health entered into a *Settlement and Release Agreement and Administrative Memorandum of Agreement* with the DEA related to its Auburn Facility, Lakeland Facility, Swedesboro Facility and Stafford Facility. The document also referenced allegations by the DEA

that Cardinal failed to maintain effective controls against the diversion of controlled substances at its distribution facilities located in McDonough, Georgia; Valencia, California; and Denver, Colorado;

- h. On February 2, 2012, the DEA issued an *Order to Show Cause and Immediate Suspension Order* against the Cardinal Health Lakeland, Florida Distribution Center for failure to maintain effective controls against diversion of oxycodone;
- i. On December 23, 2016, Cardinal Health agreed to pay a \$44 million fine to the DEA to resolve the civil penalty portion of the administrative action taken against its Lakeland, Florida Distribution Center; and
- j. On January 5, 2017, McKesson Corporation entered into an *Administrative Memorandum Agreement* with the DEA wherein it agreed to pay a \$150,000,000 civil penalty for violation of the 2008 MOA, as well as failure to identify and report suspicious orders at its facilities in Aurora, Colorado; Aurora, Illinois; Delran, New Jersey; LaCrosse, Wisconsin; Lakeland, Florida; Landover, Maryland; LaVista, Nevada; Livonia, Michigan; Metheun, Massachusetts; Santa Fe Springs, California; Washington Courthouse, Ohio; and West Sacramento, California.

152. The Wholesale Defendants are members of the Healthcare Distribution Management Association (“HDMA”). The HDMA created “Industry Compliance Guidelines,” which stressed the critical role of each member of the supply chain in distributing controlled substances. The HDMA guidelines provided that “[a]t the center of a sophisticated supply chain, Distributors are uniquely situated to perform due diligence in order to help support the security of controlled substances they deliver to their customers.”

153. The extraordinary increase in the volume of opioid pain medications distributed to retailers should have put the Wholesale Defendants on notice to investigate and report such orders.

154. The Wholesale Defendants delivered an excessive and unreasonable amount of opioid pain medications to retailers in the United States, which was a proximate cause of Plaintiffs' Assignors paying for inappropriate opioid prescriptions.

155. The Wholesale Defendants knew or should have known that they were distributing levels of opioid medications that far exceeded the legitimate needs of the United States, including to beneficiaries of Plaintiffs' Assignors.

156. The Wholesale Defendants paid their sales force bonuses and commissions on the sale of most or all of the highly addictive opioid pain medications.

157. The Wholesale Defendants made substantial profits from the opioids paid for by Plaintiffs' Assignors.

158. The Wholesale Defendants violated numerous State Board of Pharmacy rules, codes and regulations for distributors by failing to properly report suspicious opioid orders.

159. By the actions and inactions described above, the Wholesale Defendants showed a reckless disregard for the safety of Plaintiffs' Assignors' beneficiaries.

Pharmaceutical Defendants

160. Before the 1990s, generally accepted standards of medical practice dictated that opioids should only be used for short-term acute pain, pain relating to recovery from surgery, or cancer or palliative care.

161. Not satisfied with opioids being limited to acute pain, the Pharmaceutical Defendants developed a well-funded deceptive marketing scheme. The Pharmaceutical

Defendants used both direct marketing and unbranded advertising disseminated by seemingly independent third parties to spread false and deceptive statements about the risks and benefits of long-term opioid use – statements that benefited not only themselves and the third-parties who gained legitimacy when Pharmaceutical Defendants repeated those statements, but also other Defendants and opioid manufacturers. Yet, these statements were not only unsupported by or contrary to the scientific evidence, they were also contrary to pronouncements by and guidance from the FDA and CDC based on that evidence.

162. Pharmaceutical Defendants spread their false and deceptive statements by marketing their branded opioids directly to doctors and patients across the United States. Pharmaceutical Defendants also deployed seemingly unbiased and independent third parties who they controlled to spread their false and deceptive statements about the risks and benefits of opioids for the treatment of chronic pain throughout the Nation.

163. Pharmaceutical Defendants conducted and continue to conduct advertising campaigns touting the purported benefits of their branded drugs.

164. Numerous Pharmaceutical Defendants branded ads deceptively portraying the benefits of opioids for chronic pain. For example, Endo distributed and made available on its website opana.com a pamphlet promoting Opana ER with photographs depicting patients with physically demanding jobs, misleadingly implying that the drug would provide long-term pain relief and functional improvement. In 2012, Purdue ran a series of ads in medical journals, called “Pain vignettes,” promoting OxyContin. These ads featured chronic pain patients and recommended prescribing OxyContin. One ad described a “54-year-old writer with osteoarthritis of the hands” and implied that OxyContin would help the writer work more effectively. Endo and

Purdue agreed in late 2015 and 2016 to halt these misleading representations in New York, but continued to disseminate them across the nation.

165. Pharmaceutical Defendants promoted the use of opioids for chronic pain through so-called “detailers,” who are sales representatives, who visited individual doctors and medical staff in their offices and small-group speaker programs.

166. Pharmaceutical Defendants have not corrected this widespread misinformation. Instead, Pharmaceutical Defendants devote and continue to devote massive resources to direct sales contacts with doctors. In 2014 alone, Pharmaceutical Defendants spent \$168 million on detailing branded opioids to doctors. This amount is twice as much as Pharmaceutical Defendants spent on detailing in 2000. The amount includes \$108 million spent by Purdue, \$34 million by Janssen, \$13 million by Cephalon, \$10 million by Endo, and \$2 million by Actavis.

167. Pharmaceutical Defendants’ detailers have been reprimanded for their deceptive promotional activities. A July 2010 “Dear Doctor” letter, mandated by the FDA, required Actavis to acknowledge to the doctors to whom it marketed its drugs that “[b]etween June 2009 and February 2010, Actavis sales representatives distributed . . . promotional materials that . . . omitted and minimized serious risks associated with [Kadian],” including the risk of “[m]isuse, [a]buse, and [d]iversion of [o]pioids” and, specifically, the risk that “[o]pioid[s] have the potential for being abused and are sought by drug abusers and people with addiction disorders and are subject to criminal diversion.”

168. Pharmaceutical Defendants also identified doctors to serve, for payment, on their speakers’ bureaus and to attend programs with speakers and meals paid for by Pharmaceutical Defendants. These speaker programs provided: (1) an incentive for doctors to prescribe a particular opioid (so they might be selected to promote the drug); (2) recognition and compensation for the

doctors selected as speakers; and (3) an opportunity to promote the drug through the speaker to his or her peers. These speakers give the false impression that they are providing unbiased and medically accurate presentations, when they are, in fact, presenting a script prepared by Pharmaceutical Defendants. On information and belief, these presentations conveyed misleading information, omitted material information, and failed to correct Pharmaceutical Defendants' prior misrepresentations about the risks and benefits of opioids.

169. Pharmaceutical Defendants' detailing to doctors is effective. Marketing impacts prescribing habits and face-to-face detailing has the greatest influence. Defendants purchase, manipulate and analyze data available from IMS Health Holdings, Inc., to track, precisely, the rates of initial prescribing and renewal by individual doctors, which in turn allows them to target, tailor, and monitor the impact of their core messages.

170. Pharmaceutical Defendants employed the same marketing plans and strategies and deployed the same messages nationwide. Across the pharmaceutical industry, "core message" development is funded and overseen on a national basis by corporate headquarters. This comprehensive approach ensures that Pharmaceutical Defendants' messages are consistently delivered across marketing channels – including detailing visits, speaker events, and advertising – and in each sales territory. Pharmaceutical Defendants consider this high level of coordination and uniformity crucial to successfully marketing their drugs.

171. Pharmaceutical Defendants ensure marketing consistency nationwide through national and regional sales representative training; national training of local medical liaisons (company employees who respond to physician inquiries); centralized speaker training; single sets of visual aids, speaker slide decks, and sales training materials; and nationally coordinated advertising. Pharmaceutical Defendants' sales representatives and physician speakers were

required to stick to prescribed talking points, sales messages, and slide decks, and supervisors rode along with them periodically to ensure compliance.

172. Pharmaceutical Defendants also deceptively marketed opioids through unbranded advertising – *i.e.*, advertising that promotes opioid use generally but does not name a specific drug. This advertising was ostensibly created and disseminated by independent third parties. By funding, directing, reviewing, editing, and distributing this unbranded advertising, Pharmaceutical Defendants controlled the deceptive messages disseminated by these third parties and acted in concert with them to falsely and misleadingly promote opioids for the treatment of chronic pain. Much as Pharmaceutical Defendants controlled the distribution of their “core messages” via their own detailers and speaker programs, Pharmaceutical Defendants similarly controlled the distribution of these unbranded messages in scientific publications, treatment guidelines, CMEs, and medical conferences and seminars. To this end, Pharmaceutical Defendants used third-party public relations firms to help control those messages when they originated from third-parties.

173. Pharmaceutical Defendants also marketed opioids through third-party, unbranded advertising to avoid regulatory scrutiny, because that advertising typically is not reviewed by the FDA. Pharmaceutical Defendants used third-party, unbranded advertising to give the false appearance that the deceptive messages came from an independent and objective source. Pharmaceutical Defendants used third parties who they funded, directed, and/or controlled to carry out and conceal their scheme to deceive doctors and patients about the risks and benefits of long-term opioid use for chronic pain.

174. Pharmaceutical Defendants’ deceptive unbranded marketing often contradicted what they said in their FDA-reviewed materials.

175. Pharmaceutical Defendants also spoke through a small circle of doctors who, upon information and belief, were selected, funded, and elevated by Pharmaceutical Defendants because their public positions supported the use of opioids to treat chronic pain. These doctors became known as “key opinion leaders” or “KOLs.”

176. Pharmaceutical Defendants paid KOLs to serve as consultants or on their advisory boards and to give talks or present CMEs, and Defendants’ support helped these KOLs become respected industry experts. As they rose to prominence, these KOLs touted the benefits of opioids to treat chronic pain, repaying Pharmaceutical Defendants by advancing their marketing goals. KOLs professional reputations became dependent on continuing to promote a pro-opioid message, even in activities that were not directly funded by Pharmaceutical Defendants.

177. KOLs have written, consulted on, edited, and lent their names to books and articles, and have given speeches and CMEs supportive of chronic opioid therapy. Pharmaceutical Defendants created opportunities for KOLs to participate in research studies, then Pharmaceutical Defendants cited and promoted favorable studies or articles written by their KOLs. By contrast, Pharmaceutical Defendants did not support, acknowledge, or disseminate publications of doctors unsupportive or critical of chronic opioid therapy.

178. Pharmaceutical Defendants’ KOLs also served on committees that developed treatment guidelines that strongly encourage the use of opioids to treat chronic pain, and on the boards of pro-opioid advocacy groups and professional societies that develop, select, and present CMEs. Pharmaceutical Defendants were able to direct and exert control over each of these activities through their KOLs. The 2016 CDC Guideline recognizes that treatment guidelines can “change prescribing practices.”

179. Pro-opioid doctors are one of the most important avenues that Defendants use to

spread their false and deceptive statements about the risks and benefits of long-term opioid use. Pharmaceutical Defendants know that doctors rely heavily and less critically on their peers for guidance, and KOLs provide the false appearance of unbiased and reliable support for chronic opioid therapy.

180. Dr. Russell Portenoy, former Chairman of the Department of Pain Medicine and Palliative Care at Beth Israel Medical Center in New York, is one example of a KOL, whom Defendants identified and promoted to further their marketing campaign. Dr. Portenoy received research support, consulting fees, and honoraria from Cephalon, Endo, Janssen, and Purdue (among others), and was a paid consultant to Cephalon and Purdue.

181. Dr. Portenoy was instrumental in opening the door for the regular use of opioids to treat chronic pain. He served on the American Pain Society (“APS”) / American Academy of Pain Medicine (“AAPM”) Guidelines Committees, which endorsed the use of opioids to treat chronic pain, first in 1997 and again in 2009. He was also a member of the board of the American Pain Foundation (“APF”), an advocacy organization almost entirely funded by Defendants.

182. Dr. Portenoy also made frequent media appearances promoting opioids and spreading misrepresentations. He appeared on *Good Morning America* in 2010 to discuss the long-term use of opioids to treat chronic pain. On this widely-watched program, broadcast across the country, Dr. Portenoy claimed: “Addiction, when treating pain, is distinctly uncommon. If a person does not have a history, a personal history, of substance abuse, and does not have a history in the family of substance abuse, and does not have a very major psychiatric disorder, most doctors can feel very assured that that person is not going to become addicted.”⁹

183. To his credit, Dr. Portenoy later admitted that he “gave innumerable lectures in

⁹ Good Morning America television broadcast, ABC News (Aug. 30, 2010).

the late 1980s and 1990s about addiction that weren't true." These lectures falsely claimed that less than 1% of patients would become addicted to opioids. According to Dr. Portenoy, because the primary goal was to "destigmatize" opioids, he and other doctors promoting them overstated their benefits and glossed over their risks. Dr. Portenoy also conceded that "[d]ata about the effectiveness of opioids does not exist."¹⁰ Portenoy candidly stated: "Did I teach about pain management, specifically about opioid therapy, in a way that reflects misinformation? Well . . . I guess I did."¹¹

184. Another KOL, Dr. Lynn Webster, was the co-founder and Chief Medical Director of Lifetree Clinical Research, an otherwise unknown pain clinic in Salt Lake City, Utah.

185. Dr. Webster was President in 2013 and is a current board member of AAPM, a front group that ardently supports chronic opioid therapy. He is a Senior Editor of *Pain Medicine*, the same journal that published Endo special advertising supplements touting Opana ER. Dr. Webster was the author of numerous CMEs sponsored by Cephalon, Endo, and Purdue. At the same time, Dr. Webster was receiving significant funding from Pharmaceutical Defendants (including nearly \$2 million from Cephalon).

186. During a portion of his time as a KOL, Dr. Webster was under investigation for overprescribing by the DEA, which raided his clinic in 2010. Although the investigation was closed without charges in 2014, *more than 20* of Dr. Webster's *former patients* at the Lifetree Clinic have *died of opioid overdoses*.

187. Ironically, Dr. Webster created and promoted the Opioid Risk Tool, a five question, one-minute screening tool relying on patient self-reports that purportedly allows doctors

¹⁰ Thomas Catan & Evan Perez, *A Pain-Drug Champion Has Second Thoughts*, WALL ST. J., Dec. 17, 2012.

¹¹ *Id.*

to manage the risk that their patients will become addicted to or abuse opioids. The claimed ability to pre-sort patients likely to become addicted is an important tool in giving doctors confidence to prescribe opioids long-term, and for this reason, references to screening appear in various industry-supported guidelines. Versions of Dr. Webster's Opioid Risk Tool appear on, or are linked to, websites run by Endo, Janssen, and Purdue.

188. In 2011, Dr. Webster presented, via webinar, a program sponsored by Purdue titled, *Managing Patient's Opioid Use: Balancing the Need and the Risk*. Dr. Webster recommended the use of risk screening tools, urine testing, and patient agreements as a way to prevent "overuse of prescriptions" and "overdose deaths." This webinar was available to and was intended to reach doctors nationwide.

189. Dr. Webster also was a leading proponent of the concept of "pseudoaddiction," the notion that addictive behaviors should be seen not as warnings, but as indications of undertreated pain. In Dr. Webster's description, the only way to differentiate the two was to *increase* a patient's dose of opioids. As he and his co-author wrote in a book entitled *Avoiding Opioid Abuse While Managing Pain* (2007), when faced with signs of aberrant behavior, increasing the dose "in most cases . . . should be the clinician's first response." Endo distributed this book to doctors. Years later, Dr. Webster reversed himself, acknowledging that "[pseudoaddiction] obviously became too much of an excuse to give patients more medication."¹²

190. Pharmaceutical Defendants also entered into arrangements with seemingly unbiased and independent patient and professional organizations to promote opioids for the treatment of chronic pain. Under the direction and control of Pharmaceutical Defendants, these

¹² John Fauber & Ellen Gabler, *Networking Fuels Painkiller Boom*, MILWAUKEE WISC. J. SENTINEL (Feb. 19, 2012).

“Front Groups” generated treatment guidelines, unbranded materials, and programs that favored chronic opioid therapy. They also assisted Pharmaceutical Defendants by responding to negative articles, by advocating against regulatory changes that would limit opioid prescribing in accordance with the scientific evidence, and by conducting outreach to vulnerable patient populations targeted by Pharmaceutical Defendants.

191. These Front Groups depended on Pharmaceutical Defendants for funding.

192. These doctors and groups operated in a *quid pro quo* providing opioid prescriptions for kickbacks.

193. Pharmaceutical Defendants also exercised control over programs and materials created by these groups by collaborating on, editing, and approving their content, and by funding their dissemination. In doing so, Pharmaceutical Defendants made sure that the Front Groups would generate only the messages Pharmaceutical Defendants wanted to distribute. Despite this, the Front Groups held themselves out as independent and serving the needs of their members – whether patients suffering from pain or doctors treating those patients.

194. Defendants Cephalon, Endo, Janssen, and Purdue utilized many Front Groups, including many of the same ones. Several of the most prominent are described below, but there are many others, including the American Pain Society (“APS”), American Geriatrics Society (“AGS”), the Federation of State Medical Boards (“FSMB”), American Chronic Pain Association (“ACPA”), American Society of Pain Education (“ASPE”), National Pain Foundation (“NPF”) and Pain & Policy Studies Group (“PPSG”).

195. The American Pain Foundation (“APF”) received more than \$10 million in funding from opioid manufacturers from 2007, until it closed its doors in May 2012. APF issued education guides for patients, reporters, and policymakers that touted the benefits of opioids for

chronic pain and trivialized their risks, particularly the risk of addiction. APF also engaged in a significant multimedia campaign – through radio, television and the internet – purportedly to educate patients about their “right” to pain treatment, namely opioids. All of the programs and materials were available nationally and were intended to reach consumers, that is to say, beneficiaries of Plaintiffs’ Assignors and beneficiaries of the members of the Class.

196. In 2009 and 2010, more than 80% of APF’s operating budget came from pharmaceutical industry sources. By 2011, APF was entirely dependent on income grants from Defendants Purdue, Cephalon, Endo, and others to avoid using its line of credit.

197. APF held itself out as an independent patient advocacy organization. It often engaged in grassroots lobbying against various legislative initiatives that might limit opioid prescribing, and thus the profitability of its sponsors. It was often called upon to provide “patient representatives” for Pharmaceutical Defendants’ promotional activities, including Purdue’s *Partners Against Pain* and Janssen’s *Let’s Talk Pain*. APF functioned largely as an advocate for the interests of Defendants, not patients. Indeed, as early as 2001, Purdue told APF that the basis of a grant was Purdue’s desire to “strategically align its investments in nonprofit organizations that share [its] business interests.”

198. APF operated in close collaboration with opioid makers. On several occasions, representatives of the drug companies, often at informal meetings at Front Group conferences, suggested activities and publications for APF to pursue. APF then submitted grant proposals seeking to fund these activities and publications, knowing that drug companies would support projects conceived as a result of these communications.

199. The U.S. Senate Finance Committee began looking into APF in May 2012 to determine the links, financial and otherwise, between the organization and the manufacturers of

opioid painkillers. The investigation caused considerable damage to APF's credibility as an objective and neutral third party, and Defendants stopped funding it. Within days of being targeted by a Senate investigation, APF's board voted to dissolve the organization "due to irreparable economic circumstances." APF "cease[d] to exist, effective immediately."

200. The American Academy of Pain Medicine ("AAPM"), with the assistance, prompting, involvement, and funding of Pharmaceutical Defendants, issued treatment guidelines and sponsored and hosted medical education programs essential to Pharmaceutical Defendants' deceptive marketing of chronic opioid therapy.

201. AAPM received significant funding from opioid manufacturers. AAPM maintained a corporate relations council, whose members paid \$25,000 per year (on top of other funding) to participate. The benefits included allowing members to present educational programs at off-site dinner symposia in connection with AAPM's marquee event – its annual meeting held in Palm Springs, California, or other resort locations. AAPM describes the annual event as an "exclusive venue" for offering education programs to doctors. Membership in the corporate relations council also allowed drug company executives and marketing staff to meet with AAPM executive committee members in small settings. Pharmaceutical Defendants Endo, Purdue, Cephalon and Actavis were members of the council and presented deceptive programs to doctors who attended this annual event.

202. AAPM is viewed internally by Endo as "industry friendly," with Endo advisors and speakers among its active members. Endo attended AAPM conferences, funded its CMEs, and distributed its publications. The conferences sponsored by AAPM heavily emphasized sessions on opioids – 37 out of roughly 40 at one conference alone. AAPM's presidents have included top industry-supported KOLs: Perry Fine, Russell Portenoy, and Lynn Webster. Dr. Webster was even

elected president of AAPM while under a DEA investigation. Another past AAPM president, Dr. Scott Fishman, stated that he would place the organization “at the forefront” of teaching that “the risks of addiction are . . . small and can be managed.”

203. Treatment guidelines have been particularly important in securing acceptance for chronic opioid therapy. They are relied upon by doctors, especially the general practitioners and family doctors targeted by Defendants, who are not experts or trained in the treatment of chronic pain. Treatment guidelines not only directly inform doctors’ prescribing practices, but are cited throughout the scientific literature and referenced by third-party payers in determining whether they should cover treatments for specific indications. Pharmaceutical sales representatives employed by Endo, Actavis, and Purdue discussed treatment guidelines with doctors during individual sales visits.

204. In 1997, AAPM and the American Pain Society jointly issued a consensus statement, *The Use of Opioids for the Treatment of Chronic Pain*, which endorsed opioids to treat chronic pain and claimed that the risk that patients would become addicted to opioids was low. The co-author of the statement, Dr. Haddox, was at the time a paid speaker for Purdue. Dr. Portenoy was the sole consultant. The consensus statement remained on AAPM’s website until 2011.

205. AAPM and APS issued guidelines in 2009 (“AAPM/APS Guidelines”) and continued to recommend the use of opioids to treat chronic pain. Fourteen of the 21 panel members who drafted the AAPM/APS Guidelines, including KOLs Dr. Portenoy and Dr. Perry Fine, received support from Janssen, Cephalon, Endo, and Purdue.

206. The 2009 AAPM/APS Guidelines promoted opioids as “safe and effective” for treating chronic pain, despite acknowledging limited evidence, and concluded that the risk of

addiction is manageable for patients regardless of past abuse histories. One panel member, Dr. Joel Saper, Clinical Professor of Neurology at Michigan State University and founder of the Michigan Headache & Neurological Institute, resigned from the panel because of his concerns that the 2009 Guidelines were influenced by contributions from drug companies, including Defendants, to the sponsoring organizations and committee members. These Guidelines have been a particularly effective channel of deception and have influenced not only treating physicians, but also the body of scientific evidence on opioids. The AAPM/APS Guidelines, cited 732 times in academic literature, were disseminated in Ohio during the relevant time period and were reprinted in the *Journal of Pain*.

207. Defendants widely referenced and promoted the AAPM/APS Guidelines, without disclosing the acknowledged lack of evidence to support them.

208. Defendants worked together, through Front Groups, to spread their deceptive messages about the risks and benefits of long-term opioid therapy. For example, Defendants combined their efforts through the Pain Care Forum (PCF), which began in 2004 as an APF project. PCF is comprised of representatives from opioid manufacturers (including Cephalon, Endo, Janssen, and Purdue) and various Front Groups, almost all of which received substantial funding from Pharmaceutical Defendants. Among other projects, PCF worked to ensure that an FDA-mandated education project on opioids was not unacceptably negative and did not require mandatory participation.

209. Pharmaceutical Defendants deceptively trivialized and failed to disclose the risks of long-term opioid use, particularly the risk of addiction, through a series of misrepresentations that have been conclusively debunked by the FDA and CDC. These misrepresentations – which are described below – reinforced each other and created the dangerously misleading impression

that: (1) starting patients on opioids was low risk because most patients would not become addicted, and because those who were at greatest risk of addiction could be readily identified and managed; (2) patients who displayed signs of addiction probably were not addicted and, in any event, could easily be weaned from the drugs; (3) the use of higher opioid doses, which many patients need to sustain pain relief as they develop tolerance to the drugs, do not pose special risks; and (4) abuse-deterrent opioids both prevent abuse and overdose and are inherently less addictive.

210. Defendants falsely claimed that the risk of addiction was low and that addiction is unlikely to develop when opioids are prescribed, as opposed to obtained illicitly; and failed to disclose the greater risk of addiction with prolonged use of opioids. Some examples of these false and deceptive claims are:

- a. Actavis's predecessor caused a patient education brochure to be distributed in 2007 that claimed opioid addiction is possible, but "less likely if you have never had an addiction problem." Upon information and belief, based on Actavis's acquisition of its predecessor's marketing materials along with the rights to Kadian, Actavis continued to use this brochure in 2009 and beyond.
- b. Cephalon and Purdue sponsored APF's *Treatment Options: A Guide for People Living with Pain* (2007), which instructed that addiction is rare and limited to extreme cases of unauthorized dose escalations, obtaining duplicative opioid prescriptions from multiple sources or theft.
- c. Endo sponsored a website, Painknowledge.com, which claimed in 2009 that "[p]eople who take opioids as prescribed usually do not become addicted." Another Endo website, PainAction.com, stated "Did you know? Most chronic pain patients do not become addicted to the opioid medications that are prescribed for them."
- d. Endo distributed a pamphlet with the Endo logo entitled *Living with Someone with Chronic Pain*, which stated that: "Most health care providers who treat people with pain agree that most people do not develop an addiction problem." A similar statement appeared on the Endo website www.opana.com.
- e. Janssen reviewed, edited, approved, and distributed a patient education guide entitled *Finding Relief: Pain Management for Older Adults* (2009), which described as "myth" the claim that opioids are addictive, and asserted as fact

that “[m]any studies show that opioids are rarely addictive when used properly for the management of chronic pain.”

- f. Purdue sponsored APF’s *A Policymaker’s Guide to Understanding Pain & Its Management* – which claims that less than 1% of children prescribed opioids will become addicted and that pain is undertreated due to “misconceptions about opioid addiction[.]”
- g. Detailers for Purdue, Endo, Janssen, and Cephalon in Ohio minimized or omitted any discussion with doctors of the risk of addiction; misrepresented the potential for abuse of opioids with purportedly abuse deterrent formulations; and routinely did not correct the misrepresentations noted above.

211. These claims are contrary to longstanding scientific evidence, as the FDA and CDC have conclusively declared. As noted in the 2016 CDC Guideline endorsed by the FDA, there is “extensive evidence” of the “possible harms of opioids (including opioid use disorder [an alternative term for opioid addiction]).” The Guideline points out that “[o]pioid pain medication use presents serious risks, including . . . opioid use disorder” and that “continuing opioid therapy for 3 months substantially increases risk for opioid use disorder.” The FDA further exposed the falsity of Pharmaceutical Defendants’ claims about the low risk of addiction when it announced changes to the labels for ER/LA opioids in 2013 and for IR opioids in 2016. In its announcements, the FDA found that “most opioid drugs have ‘high potential for abuse’” and that opioids “are associated with a substantial risk of misuse, abuse, NOWS [neonatal opioid withdrawal syndrome], addiction, overdose, and death.” According to the FDA, because of the “known serious risks” associated with long-term opioid use, including “risks of addiction, abuse, and misuse, even at recommended doses, and because of the greater risks of overdose and death,” opioids should be used only “in patients for whom alternative treatment options” like non-opioid drugs have failed. The FDA further acknowledged that the risk is not limited to patients who seek drugs illicitly; addiction “can occur in patients appropriately prescribed [opioids].”

212. The State of New York, in a 2016 settlement agreement with Endo, found that

opioid “use disorders appear to be highly prevalent in chronic pain patients treated with opioids, with up to 40% of chronic pain patients treated in specialty and primary care outpatient centers meeting the clinical criteria for an opioid use disorder.” Endo had claimed on its www.opana.com website that “[m]ost healthcare providers who treat patients with pain agree that patients treated with prolonged opioid medicines usually do not become addicted,” but the State of New York found that Endo had no evidence for that statement.

213. Pharmaceutical Defendants also falsely instructed doctors and patients that the signs of addiction are actually signs of undertreated pain and should be treated by prescribing more opioids. Defendants called this phenomenon “pseudoaddiction” – a term coined by Dr. David Haddox, who went to work for Purdue, and popularized by Dr. Russell Portenoy, a KOL for Cephalon, Endo, Janssen, and Purdue – and falsely claimed that pseudoaddiction is substantiated by scientific evidence. Some examples of these deceptive claims are:

- a. Cephalon and Purdue sponsored *Responsible Opioid Prescribing* (2007), which taught that behaviors such as “requesting drugs by name,” “demanding or manipulative behavior,” seeing more than one doctor to obtain opioids, and hoarding, are all signs of pseudoaddiction, rather than true addiction. *Responsible Opioid Prescribing* remains for sale online. The 2012 edition also taught that pseudoaddiction is real.
- b. Janssen sponsored, funded, and edited the *Let’s Talk Pain* website, which in 2009 stated: “pseudoaddiction ... refers to patient behaviors that may occur when pain is under-treated.... Pseudoaddiction is different from true addiction because such behaviors can be resolved with effective pain management.”
- c. Endo sponsored a National Initiative on Pain Control (NIPC) CME program in 2009 titled *Chronic Opioid Therapy: Understanding Risk While Maximizing Analgesia*, which promoted pseudoaddiction by teaching that a patient’s aberrant behavior was the result of untreated pain. Endo substantially controlled NIPC by funding NIPC projects; developing, specifying, and reviewing content; and distributing NIPC materials.
- d. Purdue published a pamphlet in 2011 entitled *Providing Relief, Preventing Abuse*, which described pseudoaddiction as a concept that “emerged in the

literature” to describe the inaccurate interpretation of [drug-seeking behaviors] in patients who have pain that has not been effectively treated.”

- e. Purdue sponsored a CME program entitled *Path of the Patient, Managing Chronic Pain in Younger Adults at Risk for Abuse*. In a role play, a chronic pain patient with a history of drug abuse tells his doctor that he is taking twice as many hydrocodone pills as directed. The narrator notes that because of pseudoaddiction, the doctor should not assume the patient is addicted even if he persistently asks for a specific drug, seems desperate, hoards medicine, or “overindulges in unapproved escalating doses.” The doctor treats this patient by prescribing a high-dose, long acting opioid.

214. The 2016 CDC Guideline rejects the concept of pseudoaddiction. The Guideline explains that “[p]atients who do not experience clinically meaningful pain relief early in treatment ... are unlikely to experience pain relief with longer term use,” and that physicians should “reassess[] pain and function within 1 month” in order to decide whether to “minimize risks of long-term opioid use by discontinuing opioids” because the patient is “not receiving a clear benefit.”

215. Pharmaceutical Defendants falsely instructed doctors and patients that addiction risk screening tools, patient contracts, urine drug screens, and similar strategies allow them to reliably identify and safely prescribe opioids to patients predisposed to addiction. These misrepresentations were especially insidious because Pharmaceutical Defendants aimed them at general practitioners and family doctors who lack the time and expertise to closely manage higher-risk patients on opioids. Defendants’ misrepresentations made these doctors feel more comfortable prescribing opioids to their patients and patients more comfortable starting on opioid therapy for chronic pain. Some examples of these deceptive claims are:

- a. Endo paid for a 2007 supplement in the *Journal of Family Practice* written by a doctor who became a member of Endo’s speakers’ bureau in 2010. The supplement, entitled *Pain Management Dilemmas in Primary Care: Use of Opioids*, emphasized the effectiveness of screening tools, claiming that patients at high risk of addiction could safely receive chronic opioid therapy using a “maximally structured approach”

involving toxicology screens and pill counts.

- b.** Purdue sponsored a 2011 webinar, *Managing Patient's Opioid Use: Balancing the Need and Risk*, which claimed that screening tools, urine tests, and patient agreements prevent “overuse of prescriptions” and “overdose deaths.”
- c.** As recently as 2015, Purdue has represented in scientific conferences that “bad apple” patients – and not opioids – are the source of the addiction crisis and that once those “bad apples” are identified; doctors can safely prescribe opioids without causing addiction.

216. Once again, the 2016 CDC Guideline confirms the falsity of these misrepresentations. The Guideline notes that there are no studies assessing the effectiveness of risk mitigation strategies – such as screening tools, patient contracts, urine drug testing, or pill counts widely believed by doctors to detect and deter abuse – “for improving outcomes related to overdose, addiction, abuse, or misuse.” As a result, the Guideline recognizes that available risk screening tools “show insufficient accuracy for classification of patients at low or high risk for [opioid] abuse or misuse” and counsels that doctors “should not overestimate the ability of these tools to rule out risks from long-term opioid therapy.”

217. To underplay the risk and impact of addiction and make doctors feel more comfortable starting patients on opioids, Pharmaceutical Defendants falsely claimed that opioid dependence can be easily addressed by tapering and that opioid withdrawal is not a problem and failed to disclose the increased difficulty of stopping opioids after long-term use.

218. Pharmaceutical Defendants deceptively minimized the significant symptoms of opioid withdrawal – which, as explained in the 2016 CDC Guideline, include drug cravings, anxiety, insomnia, abdominal pain, vomiting, diarrhea, sweating, tremor, tachycardia (rapid heartbeat), spontaneous abortion and premature labor in pregnant women, and the unmasking of

anxiety, depression, and addiction – and grossly understated the difficulty of tapering, particularly after long-term opioid use.

219. Pharmaceutical Defendants falsely claimed that doctors and patients could increase opioid dosages indefinitely without added risk and failed to disclose the greater risks to patients at higher dosages. The ability to escalate dosages was critical to Defendants' efforts to market opioids for long-term use to treat chronic pain because, absent this misrepresentation, doctors would have abandoned treatment when patients built up tolerance, and lower dosages did not provide pain relief. Some examples are:

- a. Actavis's predecessor created a patient brochure for Kadian in 2007 that stated, "Over time, your body may become tolerant of your current dose. You may require a dose adjustment to get the right amount of pain relief. This is not addiction." Upon information and belief, based on Actavis's acquisition of its predecessor's marketing materials along with the rights to Kadian, Actavis continued to use these materials in 2009 and beyond.
- b. Cephalon and Purdue sponsored *APF's Treatment Options: A Guide for People Living with Pain* (2007), which claims that some patients "need" a larger dose of an opioid, regardless of the dose currently prescribed. The guide stated that opioids have "no ceiling dose" and are therefore the most appropriate treatment for severe pain. This guide is still available for sale online.
- c. Endo sponsored a website, painknowledge.com, which claimed in 2009 that opioid dosages may be increased until "you are on the right dose of medication for your pain."
- d. Endo distributed a pamphlet edited by a KOL entitled *Understanding Your Pain: Taking Oral Opioid Analgesics*, which was available during the time period of this Complaint on Endo's website. In Q&A format, it asked "If I take the opioid now, will it work later when I really need it?" The response is, "The dose can be increased.... You won't 'run out' of pain relief."
- e. Janssen sponsored a patient education guide entitled *Finding Relief: Pain Management for Older Adults* (2009), which was distributed by its sales force. This guide listed dosage limitations as "disadvantages" of other pain medicines, but omitted any discussion of risks of increased opioid dosages.

- f. Purdue's *In the Face of Pain* website promotes the notion that if a patient's doctor does not prescribe what, in the patient's view, is a sufficient dosage of opioids, he or she should find another doctor who will.
- g. Purdue sponsored APF's *A Policymaker's Guide to Understanding Pain & Its Management*, which taught that dosage escalations are "sometimes necessary," even unlimited ones, but did not disclose the risks from high opioid dosages. This publication is still available online.
- h. Purdue sponsored a CME entitled *Overview of Management Options* that is still available for CME credit. The CME was edited by a KOL and taught that NSAIDs and other drugs, but not opioids, are unsafe at high dosages.
- i. Purdue presented a 2015 paper at the College on the Problems of Drug Dependence, "the oldest and largest organization in the US dedicated to advancing a scientific approach to substance use and addictive disorders,"¹³ challenging the correlation between opioid dosage and overdose.

220. These claims conflict with the scientific evidence, as confirmed by the FDA and CDC. As the CDC explains in its 2016 Guideline, the "[b]enefits of high-dose opioids for chronic pain are not established" while the "risks for serious harms related to opioid therapy increase at higher opioid dosage." More specifically, the CDC explains that "there is now an established body of scientific evidence showing that overdose risk is increased at higher opioid dosages." The CDC also states that "there is an increased risk for opioid use disorder, respiratory depression, and death at higher dosages."

221. The 2016 CDC Guideline reinforces earlier findings announced by the FDA. In 2013, the FDA acknowledged "that the available data does suggest a relationship between increasing opioid dose and risk of certain adverse events." For example, the FDA noted that studies "appear to credibly suggest a positive association between high-dose opioid use and the risk of overdose and/or overdose mortality."

222. Pharmaceutical Defendants' deceptive marketing of the so-called abuse-deterrent

¹³ www.cpdd.org.

properties of some of their opioids has created the false impression that these opioids can curb addiction and abuse. Indeed, in a 2014 survey of 1,000 primary care physicians, nearly half reported that they believed abuse-deterrent formulations are inherently less addictive.¹⁴

223. More specifically, Pharmaceutical Defendants have made misleading claims about the ability of their so-called abuse-deterrent opioid formulations to deter abuse. For example, Endo's advertisements for the 2012 reformulation of Opana ER claimed that it was designed to be crush resistant, in a way that suggested it was more difficult to abuse. This claim was false. The FDA warned in a 2013 letter that there was no evidence Endo's design "would provide a reduction in oral, intranasal or intravenous abuse." Moreover, Endo's own studies, which it failed to disclose, showed that Opana ER could still be ground and chewed.

224. In a 2016 settlement with the State of New York, Endo agreed not to make statements in New York that Opana ER was "designed to be, or is crush resistant." The State of New York found those statements false and deceptive because there was no difference in the ability to extract the narcotic from Opana ER. Similarly, the 2016 CDC Guideline states that "[n]o studies" support the notion that "abuse-deterrent technologies [are] a risk mitigation strategy for deterring or preventing abuse," noting that the technologies – even when they work – "do not prevent opioid abuse through oral intake, the most common route of opioid abuse, and can still be abused by non-oral routes."

225. These numerous, longstanding misrepresentations of the risks of long-term opioid use spread by Pharmaceutical Defendants successfully misled doctors and patients.

¹⁴ Catherine S. Hwang, *et al.*, *Prescription Drug Abuse: A National Survey of Primary Care Physicians*, 175(2) JAMA INTERN. MED. 302-4 (Dec. 8, 2014).

226. To convince doctors and patients that opioids should be used to treat chronic pain, Pharmaceutical Defendants also had to persuade them that there was a significant upside to long-term opioid use. But as the 2016 CDC Guideline makes clear, there is “insufficient evidence to determine the long-term benefits of opioid therapy for chronic pain.” In fact, the CDC found that “[n]o evidence shows a long-term benefit of opioids in pain and function versus no opioids for chronic pain with outcomes examined at least 1 year later (with most placebo-controlled randomized trials \leq 6 weeks in duration)” and that other treatments were more or equally beneficial and less harmful than long-term opioid use.

227. The FDA, too, has recognized the lack of evidence to support long-term opioid use. In 2013, the FDA stated that it was “not aware of adequate and well-controlled studies of opioids use longer than 12 weeks.” Despite this, Pharmaceutical Defendants falsely and misleadingly touted the benefits of long-term opioid use and falsely and misleadingly suggested that these benefits were supported by scientific evidence.

228. For example, Pharmaceutical Defendants falsely claimed that long-term opioid use improved patients’ function and quality of life. Some examples are:

- a. Actavis distributed an advertisement that claimed that the use of Kadian to treat chronic pain would allow patients to return to work, relieve “stress on your body and your mental health,” and help patients enjoy their lives.
- b. Endo distributed advertisements that claimed that the use of Opana ER for chronic pain would allow patients to perform demanding tasks like construction work or work as a chef and portrayed seemingly healthy, unimpaired subjects.
- c. Janssen sponsored and edited a patient education guide entitled *Finding Relief: Pain Management for Older Adults* (2009) – which states as “a fact” that “opioids may make it easier for people to live normally.” The guide lists expected functional improvements from opioid use, including sleeping through the night, returning to work, recreation, sex, walking, and climbing stairs.

- d. Purdue ran a series of advertisements for OxyContin in 2012 in medical journals entitled “Pain vignettes,” which were case studies featuring patients with pain conditions persisting over several months and recommending OxyContin for them. The ads implied that OxyContin improves patients’ function.
- e. *Responsible Opioid Prescribing* (2007), sponsored and distributed by Cephalon, Endo and Purdue, taught that relief of pain by opioids, by itself, improved patients’ function. The book remains for sale online.
- f. Cephalon and Purdue sponsored APF’s *Treatment Options: A Guide for People Living with Pain* (2007), which counseled patients that opioids “give [pain patients] a quality of life we deserve.” The guide was available online until APF shut its doors in 2012.
- g. Endo’s NIPC website *painknowledge.com* claimed in 2009 that with opioids, “your level of function should improve; you may find you are now able to participate in activities of daily living, such as work and hobbies, that you were not able to enjoy when your pain was worse.” Elsewhere, the website touted improved quality of life (as well as “improved function”) as benefits of opioid therapy. The grant request that Endo approved for this project specifically indicated NIPC’s intent to make misleading claims about function, and Endo closely tracked visits to the site.
- h. Endo was the sole sponsor, through NIPC, of a series of CMEs titled *Persistent Pain in the Older Patient*, which claimed that chronic opioid therapy has been “shown to reduce pain and improve depressive symptoms and cognitive functioning.” The CME was disseminated via webcast.
- i. Janssen sponsored, funded, and edited a website, *Let’s Talk Pain*, in 2009, which featured an interview edited by Janssen claiming that opioids allowed a patient to “continue to function.”
- j. Purdue sponsored the development and distribution of APF’s *A Policymaker’s Guide to Understanding Pain & Its Management*, which claimed that “multiple clinical studies” have shown that opioids are effective in improving daily function, psychological health, and health related quality of life for chronic pain patients.” *The Policymaker’s Guide* was originally published in 2011 and is still available online today.
- k. Purdue’s, Cephalon’s, Endo’s, and Janssen’s sales representatives have conveyed and continue to convey the message that opioids will improve patient function.

229. These claims are not medically supported. The FDA and other federal agencies have made this clear for years. The 2016 CDC Guideline approved by the FDA concluded that “there is no good evidence that opioids improve pain or function with long-term use, and . . . complete relief of pain is unlikely.” The CDC reinforced this conclusion throughout its 2016 Guideline:

- a. “No evidence shows a long-term benefit of opioids in pain and function versus no opioids for chronic pain with outcomes examined at least 1 year later....”
- b. “Although opioids can reduce pain during short-term use, the clinical evidence review found insufficient evidence to determine whether pain relief is sustained and whether function or quality of life improves with long-term opioid therapy.”
- c. “[E]vidence is limited or insufficient for improved pain or function with long-term use of opioids for several chronic pain conditions for which opioids are commonly prescribed, such as low back pain, headache, and fibromyalgia.”

230. The CDC also noted that the risks of addiction and death “can cause distress and inability to fulfill major role obligations.”

231. In addition, Purdue misleadingly promoted OxyContin as being unique among opioids in providing 12 continuous hours of pain relief with one dose. OxyContin does not last for 12 hours – a fact that Purdue has known. According to Purdue’s own research, OxyContin wears off in under six hours in one quarter of patients and in under 10 hours in more than half. This is because OxyContin tablets release approximately 40% of their active medicine immediately, after which release tapers. This triggers a powerful initial response, but provides little or no pain relief at the end of the dosing period, when less medicine is released. This phenomenon is known as “end of dose” failure, and the FDA found in 2008 that a “substantial number” of chronic pain patients taking OxyContin experience it. This not only renders Purdue’s promise of 12 hours of relief false and deceptive, it also makes OxyContin more dangerous because the declining pain relief patients

experience toward the end of each dosing period drives them to take more OxyContin before the next dosing period begins, quickly increasing the amount of drug they are taking and spurring growing dependence.

232. Front Groups supported by Purdue likewise echoed these representations. For example, in an *amicus* brief submitted to the Supreme Court of Ohio by the American Pain Foundation, the National Foundation for the Treatment of Pain and the Ohio Pain Initiative in support of Purdue, those *amici* represented:

*OxyContin is particularly useful for sustained long-term pain because it comes in higher, compact pills with a slow release coating. OxyContin pills can work for 12 hours. This makes it easier for patients to comply with dosing requirements without experiencing a roller-coaster of pain relief followed quickly by pain renewal that can occur with shorter acting medications. It also helps the patient sleep through the night, which is often impossible with short-acting medications. For many of those serviced by Pain Care Amici, OxyContin has been a miracle medication.*¹⁵

233. Cephalon deceptively marketed its opioids Actiq and Fentora for chronic pain, even though the FDA has expressly limited their use to the treatment of cancer pain in opioid tolerant individuals. Both Actiq and Fentora are extremely powerful, fentanyl-based IR opioids. Neither is approved for or has been shown to be safe or effective for chronic pain. Indeed, the FDA expressly prohibited Cephalon from marketing Actiq for anything but cancer pain and refused to approve Fentora for the treatment of chronic pain because of the potential harm, including the high risk of “serious and life-threatening adverse events” and abuse – which are greatest in non-cancer patients. The FDA also issued a Public Health Advisory in 2007 emphasizing that Fentora should only be used for cancer patients, who are opioid-tolerant and should not be used for any other conditions, such as migraines, post-operative pain, or pain due to injury.

¹⁵ See Reply Brief of *Amicus Curiae* of the American Pain Foundation, The National Foundation for the Treatment of Pain and the Ohio Pain Initiative Supporting Appellants, 2004 WL 1637768, at *4.

234. Despite this, Cephalon conducted a well-funded campaign to promote Actiq and Fentora for chronic pain and other non-cancer conditions for which it was not approved, appropriate, or safe. As part of this campaign, Cephalon used CMEs, speaker programs, KOLs, journal supplements, and detailing by its sales representatives to give doctors the false impression that Actiq and Fentora are safe and effective for treating non-cancer pain. For example:

- a. Cephalon paid to have a CME it sponsored, *Opioid-Based Management of Persistent and Breakthrough Pain*, published in a supplement of *Pain Medicine News* in 2009. The CME instructed doctors that “clinically, broad classification of pain syndromes as either cancer- or non-cancer-related has limited utility” and recommended Actiq and Fentora for patients with chronic pain.
- b. Cephalon’s sales representatives set up hundreds of speaker programs for doctors, including many non-oncologists, which promoted Actiq and Fentora for the treatment of non-cancer pain.
- c. In December 2011, Cephalon widely disseminated a journal supplement entitled “*Special Report: An Integrated Risk Evaluation and Mitigation Strategy for Fentanyl Buccal Tablet (FENTORA) and Oral Transmucosal Fentanyl Citrate (ACTIQ)*” to *Anesthesiology News*, *Clinical Oncology News*, and *Pain Medicine News* – three publications that are sent to thousands of anesthesiologists and other medical professionals. The Special Report openly promotes Fentora for “multiple causes of pain” – and not just cancer pain.

235. Cephalon’s deceptive marketing gave doctors and patients the false impression that Actiq and Fentora were not only safe and effective for treating chronic pain but were also approved by the FDA for such uses.

236. Purdue also unlawfully and unfairly failed to report or address illicit and unlawful prescribing of its drugs, despite knowing about it for years. Purdue’s sales representatives have maintained a database since 2002 of doctors suspected of inappropriately prescribing its drugs. Rather than report these doctors to state medical boards or law enforcement authorities (as Purdue is legally obligated to do) or cease marketing to them, Purdue used the list to demonstrate the high rate of diversion of OxyContin – the same OxyContin that Purdue had promoted as less addictive

– in order to persuade the FDA to bar the manufacture and sale of generic copies of the drug, because the drug was too likely to be abused. In an interview with the *Los Angeles Times*, Purdue’s senior compliance officer acknowledged that in five years of investigating suspicious pharmacies, Purdue failed to take action – even where Purdue employees personally witnessed the diversion of its drugs. The same was true of prescribers. Despite its knowledge of illegal prescribing, Purdue did not report until years after law enforcement shut down a Los Angeles clinic that prescribed more than 1.1 million OxyContin tablets and that Purdue’s district manager described internally as “an organized drug ring.” In doing so, Purdue protected its own profits at the expense of public health and safety.

237. As a part of their deceptive marketing scheme, Pharmaceutical Defendants identified and targeted susceptible prescribers and vulnerable patient populations in the U.S. For example, Pharmaceutical Defendants focused their deceptive marketing on primary care doctors, who were more likely to treat chronic pain patients and prescribe them drugs, but were less likely to be educated about treating pain and the risks and benefits of opioids and therefore more likely to accept Pharmaceutical Defendants’ misrepresentations.

238. Pharmaceutical Defendants, both individually and collectively, made, promoted, and profited from their misrepresentations about the risks and benefits of opioids for chronic pain, even though they knew that their misrepresentations were false and deceptive. The history of opioids, as well as research and clinical experience over the last 20 years, established that opioids were highly addictive and responsible for a long list of very serious adverse outcomes. The FDA and other regulators warned Defendants of this, and Defendants had access to scientific studies, detailed prescription data, and reports of adverse events, including reports of addiction, hospitalization, and deaths – all of which made clear the harms from long-term opioid use and that patients are suffering from addiction, overdoses, and death in alarming numbers.

239. More recently, the FDA and CDC have issued pronouncements based on the medical evidence that conclusively expose the known falsity of Pharmaceutical Defendants' misrepresentations, and Endo and Purdue have recently entered agreements prohibiting them from making some of the same misrepresentations described in this Complaint in New York.

240. Moreover, at all times relevant to this Complaint, Pharmaceutical Defendants took steps to avoid detection of and to fraudulently conceal their deceptive marketing and unlawful, unfair, and fraudulent conduct. For example, Pharmaceutical Defendants disguised their own role in the deceptive marketing of chronic opioid therapy by funding and working through third parties like Front Groups and KOLs. Pharmaceutical Defendants purposefully hid behind the assumed credibility of these individuals and organizations and relied on them to vouch for the accuracy and integrity of Pharmaceutical Defendants' false and deceptive statements about the risks and benefits of long-term opioid use for chronic pain. Pharmaceutical Defendants also never disclosed their role in shaping, editing, and approving the content of information and materials disseminated by these third parties. Pharmaceutical Defendants exerted considerable influence on these promotional and "educational" materials in emails, correspondence, and meetings with KOLs, Front Groups, and public relations companies that were not, and have not yet become, public. For example, painknowledge.org, which is run by the NIPC, did not disclose Endo's involvement. Other Defendants, such as Purdue and Janssen, ran similar websites that masked their own direct role.

241. Pharmaceutical Defendants manipulated their promotional materials and the scientific literature to make it appear that these items were accurate, truthful, and supported by objective evidence when they were not. Pharmaceutical Defendants distorted studies they cited and offered them as evidence for propositions the studies did not support. The lack of support for Pharmaceutical Defendants' deceptive messages was not apparent to medical professionals who

relied upon them in making treatment decisions, nor could it have been detected by Plaintiffs or the Class.

242. Pharmaceutical Defendants successfully concealed from the medical community, patients, and health care payer's facts sufficient to arouse suspicion of the claims that Plaintiffs now assert. Plaintiffs did not know of the existence or scope of Defendants' industry-wide fraud and could not have acquired such knowledge earlier through the exercise of reasonable diligence.

243. Pharmaceutical Defendants' deceptive marketing scheme caused and continues to cause doctors of the beneficiaries of Plaintiffs' Assignors to prescribe opioids for chronic pain conditions such as back pain, headaches, arthritis, and fibromyalgia. Absent Defendants' deceptive marketing scheme, these doctors would not have prescribed as many opioids.

244. Pharmaceutical Defendants' deceptive marketing scheme also caused and continues to cause patients to purchase and use opioids for their chronic pain believing they are safe and effective. Absent Pharmaceutical Defendants' deceptive marketing scheme, Plaintiffs' Assignors' beneficiaries would not be using opioids to treat chronic pain.

245. Pharmaceutical Defendants' deceptive marketing has caused and continues to cause an explosion in the prescribing and use of opioids to treat chronic pain.

246. Defendants knew and should have known about the harm that their deceptive marketing has caused. Defendants closely monitored their sales and the habits of prescribing doctors. Their sales representatives, who visited doctors and attended CMEs, knew which doctors were receiving their messages and how they were responding. Defendants also had access to and watched carefully government and other data that tracked the explosive rise in opioid use, addiction, injury, and death. They knew – and, indeed, intended – their misrepresentations would persuade doctors to prescribe and patients to use opioids for chronic pain.

247. Pharmaceutical Defendants' actions are not permitted nor excused by the fact that their drug labels (with the exception of the Actiq/Fentora labels) may have allowed or did not exclude the use of opioids for chronic pain. FDA approval of opioids for certain uses did not give Pharmaceutical Defendants license to misrepresent the risks and benefits of opioids. Indeed, Pharmaceutical Defendants' misrepresentations were directly contrary to pronouncements by and guidance from the FDA, based on the medical evidence and their own labels.

248. Nor is Defendants' causal role broken by the involvement of doctors. Defendants' marketing efforts were ubiquitous and highly persuasive. Their deceptive messages tainted virtually every source doctors could rely on for information and prevented them from making informed treatment decisions.

249. Between 2010 and 2016, Plaintiffs' Assignors spent millions of dollars on opioids; further, Plaintiffs' Assignors have spent a significant amount of money on treatment for opioid dependence. Many of these prescriptions were for chronic pain, and Plaintiffs' Assignors would not have paid for the prescriptions had Defendants told the truth about the risks and benefits of their drugs.

CLASS ACTION ALLEGATIONS

250. Plaintiffs bring this action on behalf of themselves and the following class:

Class Definition: All health insurance plans and other third party payers in the United States and its territories that sustained Costs, as defined herein, related to the prescription and/or consumption by their beneficiaries of Defendants' pharmaceutical opioids (including, but not limited to, Percocet, OxyContin, Oxycodone, and Hydrocodone) for more than ninety (90) days. Such Costs include the purchase or reimbursement of some or all of the purchase price of said opioids, as well as the monies paid or reimbursed for addiction, dependence, or overdose treatment related to such opioid use by the payers' beneficiaries.

This class includes any entities that possess the rights to recovery and/or reimbursement of the above-referenced Costs from the above-referenced third party payers.

This class excludes: (a) Defendants, their officers, directors, management, employees, subsidiaries, and affiliates; (b) all federal and state governmental entities, except for cities, towns, or municipalities that are third party payers through self-funded prescription drug plans; and (c) any judges or justices involved in this action and any members of their immediate families.

251. For the individual state consumer protection statutory actions alleged in the Second Cause of Action herein, Plaintiffs bring this action on behalf of themselves and the following sub-classes:

State Consumer Sub-Class Definition: All health insurance plans and other third party payers in the United States and its territories that sustained Costs, as defined herein, related to the prescription and/or consumption by Covered Beneficiaries of Defendants' pharmaceutical opioids (including, but not limited to, Percocet, OxyContin, Oxycodone, and Hydrocodone) for more than ninety (90) days. Such Costs include the purchase or reimbursement of some or all of the purchase price of said opioids, as well as the monies paid or reimbursed for addiction, dependence, or overdose treatment related to such opioid use by the payers' beneficiaries.

Covered Beneficiaries are those beneficiaries who fall under the protection of each of the alleged state statutory provisions alleged herein.

This class includes any entities that possess the rights to recovery and/or reimbursement of the above-referenced Costs from the above-referenced third party payers.

This class excludes: (a) Defendants, their officers, directors, management, employees, subsidiaries, and affiliates; (b) all federal and state governmental entities, except for cities, towns, or municipalities that are third party payers through self-funded prescription drug plans; and (c) any judges or justices involved in this action and any members of their immediate families.

252. Plaintiffs bring this action pursuant to Federal Rule of Civil Procedure 23 both individually and on behalf of (a) a national injunctive class and/or (b) a national damages class and/or (c) various state-wide damages sub-classes.

253. As discussed in this Class Action Complaint, Defendants have enjoyed ill-gotten gains from the sales of opioids at the expense of Class Members, who suffered damages to their property and business. Such damages apply to all Class Members (and Plaintiffs as the rightful

assignees of those organizations). Class action law has long recognized that, when a company engages in conduct that has uniformly harmed many claimants such as Plaintiffs, other direct payers, and consumers, class resolution is an effective tool to redress the harm.

254. Here, the Class Members have been deprived of property and money by being caused to purchase prescriptions of opioids as a direct result of Defendants engaging in unlawful, unfair, and deceptive business practices by misrepresenting the addictive nature of opioids that they manufactured, marketed, distributed, and/or sold, as alleged throughout this Complaint.

255. The Class is properly brought and should be maintained as a class action under Rule 23(a), satisfying the class action prerequisites of numerosity, commonality, typicality, and adequacy:

256. Numerosity: There are hundreds of entities (including the organizations that assigned their rights to Plaintiffs) throughout the United States that were forced to pay for prescription opioids pursuant to the fraudulent scheme alleged throughout this complaint. The CDC has confirmed that patients receiving prescription opioids for chronic pain account for the majority of overdoses. Thus, the numerosity element for class certification is met.

257. Commonality: This action involves common questions of law and fact applicable to each Class Member that predominate over questions that affect only individual Class Members. Thus, proof of a common set of facts will establish the right of each Class Member to recover. Questions of law and fact common to each Class Member include:

- a. Whether Defendants engaged in unlawful, unfair, or deceptive business practices by misrepresenting the addictive nature of Opiates they manufactured, marketed, and distributed;
- b. Whether Defendants violated the state consumer protection laws through their course

of unfair and/or deceptive conduct as alleged in this Complaint;

- c. Whether Defendants' unlawful, unfair, and deceptive practices harmed Plaintiffs and the Class;
- d. Whether Plaintiffs and the Class have been damaged by the unlawful actions of Defendants and the amount of damages to the Class;
- e. Whether Defendants were unjustly enriched by their deceptive practices;
- f. Whether Defendants acted or refused to act on grounds that apply generally to the Class, so that injunctive relief is appropriate respecting the Class as a whole;
- g. Whether Defendants' conducted or participated in the RICO Enterprise;
- h. Whether Defendants' engaged in a pattern and practice that caused Plaintiffs and the Class harm; and
- i. Whether Defendants' conduct violated RICO or the State Consumer Protection Statutes.

258. Typicality: Plaintiffs' claims are typical of the claims of the Class because their claims arise from the same course of conduct by Defendants, i.e., the unlawful, unfair, or deceptive business practices of misrepresenting the addictive nature of opioids they manufactured, marketed, or distributed. Plaintiffs' Assignors paid or reimbursed for prescriptions of opioids as a consequence of Defendants' illegal actions. Plaintiffs' claims are, therefore, typical of the Class.

259. Adequacy: Plaintiffs will fairly and adequately represent and protect the interests of the Class. Their interests in vindicating these claims are shared with all members of the Class. In addition, Plaintiffs are represented by competent and experienced counsel in class action litigation.

260. Superiority: The Class is properly brought and should be maintained as a class

action under Rule 23(b) because a class action in this context is superior. Pursuant to Rule 23(b)(3), common issues of law and fact predominate over any questions affecting only individual members of the Class. There is no plain, speedy, or adequate remedy other than by maintenance of this class action. The prosecution of individual remedies by members of the Class will tend to establish inconsistent standards of conduct for Defendants and result in the impairment of each Class Member's rights and the disposition of Class Members' interests through actions to which they were not parties. Class action treatment will permit a large number of similarly situated entities to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Class treatment of common questions of law and fact would also be superior to multiple individual actions or piecemeal litigation in that class treatment will conserve the resources of the Court and the litigants, and will promote consistency and efficiency of adjudication.

261. Predominance: The prerequisites to maintaining a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure are met, in that questions of law or fact common to each Class Member predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

262. The Class is also properly brought and should be maintained as a class action under Rule 23(b)(2) and (b)(3). Defendants have acted or refused to act on grounds that apply generally to the Class, such that final injunctive relief or corresponding declaratory relief is appropriate with respect to the class. Additionally, Defendant's acted in such a way that questions of law or fact predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

263. Plaintiffs and Plaintiffs' counsel are unaware of any difficulties that are likely to

be encountered in the management of this action that would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

**VIOLATIONS OF 18 U.S.C. §§1962(c) AND (d) OF
THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT**

264. Plaintiffs incorporate by reference paragraphs 1-263 as if fully set forth herein.

265. At all relevant times, Defendants have been “persons” under 18 U.S.C. §1961(3) because they can hold, and do hold, “a legal or beneficial interest in property.”

266. Section 1962(c) makes it “unlawful for any person employed by or associated with any enterprise engaged in, or the activities of which affect, interstate or foreign commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprise’s affairs through a pattern of racketeering activity.” 18 U.S.C. § 1962(c).

267. Section 1962(d) makes it unlawful for “any person to conspire to violate” §1962(c), among other provisions. *See* 18 U.S.C. §1962(d).

268. As explained in detail below, Pharmaceutical Defendants sought to infiltrate and influence physician-patient relationships through a fraudulent scheme designed to increase consumer use of and dependence on its opioid products so as to secure greater profits, extracting hundreds of millions of dollars from Plaintiffs’ Assignors.

269. As explained in detail below, Defendants’ misconduct violated §1962(c) and (d).

270. As evidenced by various settlements between Pharmaceutical and Wholesale Defendants and various government entities, Defendants caused numerous false and fraudulent billings to Plaintiffs’ Assignors.

A. *Description of the RICO Enterprise.*

271. RICO defines an enterprise as “any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals associated in fact although not a legal entity.” 18 U.S.C. § 1961(4).

272. An association-in-fact enterprise requires three structural features: (1) a purpose; (2) relationships among those associated with the enterprise; and (3) longevity sufficient to permit those associates to pursue the enterprise’s purpose.

273. For years, Pharmaceutical Defendants’ opioid products were marketed, prescribed, and sold lawfully, that is, only to those individuals that are under extraordinary pain and under the watchful eye of an impartial physician who knew that opioid addiction was a real threat.

274. Beginning in the 1980’s however, Pharmaceutical Defendants began to exert influence by misquoting and twisting small trials to tout opioids as safe and non-addictive.

275. Pharmaceutical Defendants paid KOLs significant amounts of money to diminish the established scientific research relating to opioids and addiction.

276. KOLs and Pharmaceutical Defendants essentially were in a *quid pro quo*, selling their integrity and the lives of countless patients for money.

277. To facilitate this *quid pro quo* scenario, Pharmaceutical Defendants created seemingly independent foundations and coalitions that employed KOLs, however, Pharmaceutical Defendants are the financial benefactor for these foundations and coalitions.

278. Pharmaceutical Defendants’ goal for these foundations and coalitions were to provide misinformation related to opioids to other physicians which the physicians would rely on to increase the sales of Pharmaceutical Defendants opioid products.

279. Wholesale Defendants perpetuated the scheme by amongst other things, failing to report suspicious opioid purchases as delineated and required by law.

280. Had Wholesale Defendants satisfied their statutory obligations of reporting suspicious activity, Pharmaceutical Defendants' scheme would have been discovered and actions to correct these schemes would have been expedited.

281. Wholesale Defendants were more concerned with their bottom line than protecting the public and complying with statutory obligations.

282. At all relevant times, the Pharmaceutical Defendants, Wholesale Defendants, the KOLs and Front Groups operated an ongoing association-in-fact enterprise.

283. The sole purpose of this association-in-fact was ensuring that opioids were prescribed at an ever-increasing rate, even to those individuals who would almost certainly be addicted to the opioids, submitting bills for payment for pharmaceuticals that are not medically necessary and falsely marketing positive effects of opioids constituting a pattern of racketeering activity under 18 U.S.C. § 1961(4).

284. Defendants' separate legal statuses facilitated the fraudulent scheme and provided a hoped-for shield from liability for Defendants and their co-conspirators.

285. At all relevant times, Defendants constitute a single "enterprise" or multiple enterprises within the meaning of 18 U.S.C. § 1961(4), as legal entities, as well as individuals and legal entities associated-in-fact for the common purpose of engaging in Defendants' profit-making scheme.

286. The association-in-fact RICO Enterprise consisted of the following entities and individuals: (a) the Pharmaceutical Defendants and their subsidiaries, executives, employees, and agents; (b) the Wholesale Defendants and their subsidiaries, executives, employees, and agents;

(c) the KOLs and their associated entities, executives, employees, and agents; and (d) the Front Groups and their subsidiaries, executives, employees, and agents; all of whom twisted and misconstrued the risks and benefits of opioid therapy.

287. While each of Defendants acquired, maintained control of, were associated with, and conducted or participated in the conduct of the RICO Enterprise's affairs, at all relevant times, the RICO Enterprise (a) had an existence separate and distinct from each Defendant, (b) was separate and distinct from the pattern of racketeering in which Defendants engaged, and (c) was an ongoing and continuing organization consisting of legal entities, including Defendants, along with other individuals and entities, including unknown third parties.

288. Defendants and their co-conspirators, through their illegal RICO Enterprise, engaged in a pattern of racketeering activity, which involved a fraudulent scheme to increase revenue for Defendants and the other entities and individuals associated-in-fact with the RICO Enterprise's activities by touting misinformation as fact and causing the unnecessary billing for opioids and the subsequent issues associated with opioid addiction.

289. Pharmaceutical Defendants orchestrated the RICO Enterprise, whereby Pharmaceutical Defendants leveraged their position as manufacturers and research catalysts to provide misinformation regarding opioids, effectuating KOLs to compromise their integrity for salaries, bonus structures and vacations.

290. Wholesale Defendants facilitated the scheme by disseminating misinformation or turning a blind eye to suspicious behavior.

291. In furtherance of the scheme, Pharmaceutical Defendants each affirmatively misrepresented or concealed the existence of the addictive and destructive nature of opioids.

292. Specifically, the Pharmaceutical Defendants claimed that there were no risks of addiction when opioids were given for long term pain management, when in fact the opposite is true.

B. The RICO Enterprise Sought to Fraudulently Increase Its Profits and Revenues.

293. Each Defendant benefited financially from the RICO Enterprise.

294. Pharmaceutical Defendants received financial benefit from increased sales.

295. Wholesale Defendants received financial benefit from increased sales of opioids, including suspicious shipments in violation of state and federal law.

296. KOLs benefited financially by being paid to peddle misinformation to other medical professionals and by filling prescriptions for opioids.

297. In exchange for these ill-gotten gains, Defendants plunged this country into the worst drug epidemic since opioids were introduced post-civil war.

298. The RICO Enterprise engaged in, and its activities affected, interstate and foreign commerce because it involved commercial activities across state boundaries, such as the marketing, promotion, advertisement, distribution, and sale of opioid products throughout the country, and the receipt of monies from the sale of the same.

299. Within the RICO Enterprise, there was a common communication network by which co-conspirators shared information on a regular basis.

300. The RICO Enterprise used this common communication network for purposes of marketing, spreading disinformation regarding opioid safety, discussing pharmaceutical safety trials, and matters relating to the “independent” associations and foundations wherein Pharmaceutical Defendants are the financial benefactor.

301. Each participant in the RICO Enterprise had systematic linkages to each other through corporate ties, contractual relationships, financial ties, and a continuing coordination of activities.

302. Through the RICO Enterprise, Defendants functioned as a continuing unit with the purpose of furthering the RICO Enterprise.

303. Defendants participated in the operation and management of the RICO Enterprise by directing its affairs, as described herein.

304. While Defendants participated in, and are members of, the enterprise, they have a separate existence from the enterprise, including distinct legal statuses, different offices and roles, bank accounts, officers, directors, employees, individual personhood, reporting requirements, and financial statements.

305. Defendants exerted substantial control over the RICO Enterprise, and participated in the affairs of the enterprise by (a) deriving misinformation for the use in marketing materials, (b) creating and funding “independent” coalitions and foundations for long term opioid advocacy, (c) paying members from those “independent” coalitions and foundations for their advocacy of long term opioid use, (d) creating marketing materials with misinformation regarding long term opioid use, (e) disseminating marketing materials with misinformation regarding long term opioid use, (f) misrepresenting to physicians regarding long term opioid use, (g) ordering opioids for those beneficiaries that were prescribed them under the fraudulent pretenses from marketing materials created by Pharmaceutical Defendants, (h) ignoring state and federal regulations and shipping suspicious orders of opioids, and (i) collecting kickbacks, revenues, and/or profits from the sale of opioid products.

306. Without the willing participation of each member of the RICO Enterprise (the Pharmaceutical Defendants, the Wholesale Defendants, the KOLs and the Front Groups), the RICO Enterprise and common course of conduct would not have been successful.

307. Defendants directed and controlled the ongoing organization necessary to implement the scheme at meetings and through communications of which Plaintiffs cannot fully know at present because such information lies in Defendants' and others' hands.

C. Predicate Acts: Mail and Wire Fraud.

308. To carry out, attempt to carry out, and/or conspire to carry out the scheme to defraud, Defendants, each of whom is a person associated-in-fact with the RICO Enterprise, did knowingly conduct or participate, directly or indirectly, in the affairs of the RICO Enterprise through a pattern of racketeering activity within the meaning of 18 U.S.C. §§ 1961(1), 1961(5) and 1962(c), and employed the use of the mail and wire facilities, in violation of 18 U.S.C. § 1341 (mail fraud) and § 1343 (wire fraud).

309. Specifically, Defendants have committed, conspired to commit, and/or aided and abetted in the commission of, at least two predicate acts of racketeering activity (i.e., violations of 18 U.S.C. §§ 1341 and 1343), within the past ten years.

310. The multiple acts of racketeering activity which Defendants committed, or aided or abetted in the commission of, were related to each other, posed a threat of continued racketeering activity, and therefore constitute a "pattern of racketeering activity."

311. The racketeering activity was made possible by Defendants' regular use of the facilities, services, distribution channels, and employees of the RICO Enterprise.

312. Defendants participated in the scheme to defraud by using mail, telephone, and the Internet to transmit mailings and wires in interstate or foreign commerce.

313. Defendants used, directed the use of, and/or caused to be used, thousands of interstate mails and wire communications in service of their scheme through virtually uniform misrepresentations, concealments, and material omissions.

314. In devising and executing the illegal scheme, Defendants devised and knowingly carried out a material scheme and/or artifice to defraud Plaintiffs or to obtain money from Plaintiffs by means of materially false or fraudulent pretenses, representations, promises, or omissions of material facts.

315. To execute the illegal scheme, Defendants committed these racketeering acts, which number in the thousands, intentionally and knowingly with the specific intent to advance the illegal scheme.

316. Defendants' predicate acts of racketeering (18 U.S.C. § 1961(1)) include, but are not limited to:

- Mail Fraud: Defendants violated 18 U.S.C. § 1341 by sending or receiving, or by causing to be sent and/or received, materials via U.S. mail or commercial interstate carriers for the purpose of executing the unlawful scheme to design, manufacture, market, price, and/or sell the opioid products described herein by means of false pretenses, misrepresentations, promises, and omissions.
- Wire Fraud: Defendants violated 18 U.S.C. § 1343 by transmitting and/or receiving, or by causing to be transmitted and/or received, materials by wire for the purpose of executing the unlawful scheme to defraud and obtain money on false pretenses, misrepresentations, promises, and omissions.

317. Defendants' use of the mails and wires include, but are not limited to, the following transactions: (a) deriving misinformation for the use in marketing materials, (b) creating and funding "independent" coalitions and foundations for long term opioid advocacy, (c) paying members from those "independent" coalitions and foundations for their advocacy of long-term opioid use, (d) creating marketing materials with misinformation regarding long-term opioid use, (e) disseminating marketing materials with misinformation regarding long-term opioid use, (f)

misrepresenting to physicians regarding long-term opioid use, (g) delivering and receiving opioids through the mails; and (h) communicating between other members of the RICO Enterprise through U.S. mail, by interstate facsimile, and by interstate electronic mail.

318. The mail and wire transmissions described herein were made in furtherance of Defendants' scheme and through a common course of conduct designed to increase the number of opioids prescriptions and fraudulently extract hundreds of millions of dollars of revenue from Plaintiffs.

319. Many of the precise dates of the fraudulent uses of the U.S. mail and interstate wire facilities have been deliberately hidden and cannot be alleged without access to Defendants' books and records.

320. However, Plaintiffs have described the types of, and in some instances, occasions on which, the predicate acts of mail and/or wire fraud occurred.

321. They include thousands of communications to perpetuate and maintain the scheme, including the things and documents described above.

322. Defendants have not undertaken the practices described herein in isolation but as part of a common scheme and conspiracy.

323. Defendants' violations of 18 U.S.C. §1962(c) have directly and proximately caused injuries and damages to Plaintiffs who are entitled to bring this action for three times their actual damages, as well as injunctive/equitable relief, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. § 1964(c).

SECOND CAUSE OF ACTION
VIOLATIONS OF STATE CONSUMER PROTECTION LAWS
(Against All Pharmaceutical Defendants)

324. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 – 263 as if fully set forth herein.

325. “Defendants” as used throughout this count refers to the Pharmaceutical Defendants only.

326. This Cause of Action seeks civil penalties and restitution to Plaintiffs and the Class who, on behalf of third party payers, paid for opioid prescriptions for chronic pain and therefore have been damaged by Defendants’ conduct.

OHIO CONSUMER SALES PRACTICES ACT (“CSPA”), R.C. 1345.02 AND 1345.03

327. The CSPA prohibits, in connection with consumer transactions, unfair, deceptive or unconscionable consumer sales practices that mislead consumers about the nature of the product they are receiving. Specifically, the CSPA prohibits sellers from representing: that the subject of a consumer transaction has sponsorship, approval, performance characteristics, accessories, uses, or benefits that it does not have. R.C. §1345.02(B)(1).

328. Further, under R.C. §1345.07(A)(3)(c), the following acts are deemed to be deceptive, pursuant to cases located within the Attorney General’s Public Inspection File (“PIF”):

- a. Making any express or implied statement in connection with the marketing or advertisement of any product that is false, or has the capacity, tendency or effect of deceiving or misleading consumers; or omitting any material information such that the express or implied statement deceives or tends to deceive consumers. *State of Ohio ex rel. Rogers v. Airborne Health, Inc.*, Case No. 08-CVH-1217848 (Franklin County Court of Common Pleas).
- b. Making any representation, in connection with the marketing or advertising of a product, about research that has been performed, including but not limited to any representation that a product has been clinically tested, unless

at the time the claim is made, competent and reliable scientific evidence exists substantiating such claim. *Airborne Health*.

- c. Making, in connection with the marketing or advertising of a product, any statements or representations concerning a product that materially contradict or conflict with any other statements or representations Defendants made about such Product and render such statements or representations misleading and/or deceptive. *Airborne Health*.
- d. Making, or causing to be made, any written or oral claim that is false, misleading or deceptive. *State of Ohio ex rel. Michael DeWine v. Amgen Inc.*, Case No. 15CV7216 (Franklin County Court of Common Pleas).
- e. Representing that any product has any sponsorship, approval, characteristics, ingredients, uses, benefits, quantities, or qualities that it does not have. *Amgen Inc.*
- f. Making, in a promotional context an express or implied representation, not approved or permitted for use in the labeling or under the FDCA, that a product is better, more effective, useful in a broader range of conditions or patients, safer, has fewer, or less incidence of, or less serious side effects or contraindications than has been demonstrated by competent and reliable scientific evidence, whether or not such express or implied representation is made by comparison with another drug or treatment, and whether or not such a representation or suggestion is made directly or through use of published or unpublished literature, a quotation, or other reference. *Amgen Inc.*
- g. Presenting information from a study in a way that implies that the study represents larger or more general experience with a product than it actually does. *Amgen Inc.*
- h. Misleadingly presenting favorable information or conclusion(s) from a study that is inadequate in design, scope, or conduct to furnish significant support for such information or conclusion(s) for information that may be material to an HCP prescribing decision when presenting information about a clinical study regarding a product. *Amgen Inc.*
- i. Making, or causing to be made, any written or oral claim, directly or by promotional speakers, that is false, misleading, or deceptive regarding any FDA approved product, including, but not limited to, any false, misleading, or deceptive claim when comparing the efficacy or safety of two products. *State of Ohio ex rel. Michael DeWine v. Pfizer Inc.*, Case No. 12 CV 15188 (Franklin County Court of Common Pleas).
- j. Making any claim, directly or by promotional speakers, comparing the safety

or efficacy of a product to another product when the claim is not supported by substantial evidence. *Pfizer Inc.*

- k.* Making any claim, directly or by promotional speakers, that contradicts or minimizes a precaution, warning, or adverse reaction that is described in product labeling. *Pfizer Inc.*

329. As alleged herein, each Defendant, at all times relevant to this Complaint, violated the CSPA by making deceptive representations about the use of opioids to treat chronic non-cancer pain.

330. Each Defendant also omitted or concealed material facts and failed to correct prior misrepresentations and omissions about the risks and benefits of opioids.

331. Each Defendant's omissions rendered even their seemingly truthful statements about opioids deceptive.

332. Defendant Purdue made and/or disseminated deceptive statements, including, but not limited to, the following:

- a.* Creating, sponsoring, and assisting in the distribution of patient education materials distributed to members or employees of Plaintiffs and the Class that contained deceptive statements;
- b.* Creating and disseminating advertisements that contained deceptive statements concerning the ability of opioids to improve function long-term and concerning the evidence supporting the efficacy of opioids long-term for the treatment of chronic, non-cancer pain;
- c.* Disseminating misleading statements concealing the true risk of addiction and promoting the deceptive concept of pseudoaddiction through Purdue's own unbranded publications and on internet sites Purdue operated that were marketed to and accessible by consumers;
- d.* Sponsoring, directly distributing, and assisting in the distribution of publications that promoted the deceptive concept of pseudoaddiction, even for high-risk patients;
- e.* Endorsing, directly distributing, and assisting in the distribution of publications that presented an unbalanced treatment of the long-term and dose-dependent risks of opioids versus NSAIDs;

- f.** Providing significant financial support to pro-opioid KOL doctors who made deceptive statements concerning the use of opioids to treat chronic, non-cancer pain;
- g.** Providing needed financial support to pro-opioid pain organizations that made deceptive statements, including in-patient education materials, concerning the use of opioids to treat chronic non-cancer pain;
- h.** Assisting in the distribution of guidelines that contained deceptive statements concerning the use of opioids to treat chronic, non-cancer pain and misrepresented the risks of opioid addiction;
- i.** Endorsing and assisting in the distribution of CMEs containing deceptive statements concerning the use of opioids to treat chronic, non-cancer pain;
- j.** Developing and disseminating scientific studies that misleadingly concluded opioids are safe and effective for the long-term treatment of chronic, non-cancer pain and that opioids improve quality of life, while concealing contrary data;
- k.** Assisting in the dissemination of literature written by pro-opioid KOLs that contained deceptive statements concerning the use of opioids to treat chronic, non-cancer pain;
- l.** Creating, endorsing, and supporting the distribution of patient and prescriber education materials that misrepresented the data regarding the safety and efficacy of opioids for the long-term treatment of chronic, non-cancer pain, including known rates of abuse and addiction and the lack of validation for long-term efficacy;
- m.** Exclusively disseminating misleading statements in education materials to Ohio hospital doctors and staff, while purportedly educating them on new pain standards;
- n.** Making deceptive statements concerning the use of opioids to treat chronic, non-cancer pain to Ohio prescribers through in-person detailing.

333. Defendant Endo made and/or disseminated deceptive statements, including, but not limited to, the following:

- a.** Creating, sponsoring, and assisting in the distribution of patient education materials to members or employees of Plaintiffs and the Class that contained deceptive statements;

- b.** Creating and disseminating advertisements that contained deceptive statements concerning the ability of opioids to improve function long-term and concerning the evidence supporting the efficacy of opioids long-term for the treatment of chronic, non-cancer pain;
- c.** Creating and disseminating paid advertisement supplements in academic journals promoting chronic opioid therapy as safe and effective for long-term use for high risk patients;
- d.** Creating and disseminating advertisements that falsely and inaccurately conveyed the impression that Endo's opioids would provide a reduction in oral, intranasal, or intravenous abuse;
- e.** Disseminating misleading statements concealing the true risk of addiction and promoting the misleading concept of pseudoaddiction through Endo's own unbranded publications and on internet sites Endo sponsored or operated;
- f.** Endorsing, directly distributing, and assisting in the distribution of publications that presented an unbalanced treatment of the long-term and dose-dependent risks of opioids versus NSAIDs;
- g.** Providing significant financial support to pro-opioid KOLs, who made deceptive statements concerning the use of opioids to treat chronic, non-cancer pain;
- h.** Providing needed financial support to pro-opioid pain organizations – including over \$5 million to the organization responsible for many of the most egregious misrepresentations – that made deceptive statements to members or employees of Plaintiffs and the Class including in-patient education materials, concerning the use of opioids to treat chronic, non-cancer pain;
- i.** Endorsing and assisting in the distribution of CMEs containing deceptive statements concerning the use of opioids to treat chronic, non-cancer pain;
- j.** Developing and disseminating scientific studies that deceptively concluded opioids are safe and effective for the long-term treatment of chronic, non-cancer pain and that opioids improve quality of life, while concealing contrary data;
- k.** Directly distributing and assisting in the dissemination of literature written by pro-opioid KOLs that contained deceptive statements concerning the use of opioids to treat chronic, non-cancer pain, including the concept of pseudoaddiction;

- l.** Creating, endorsing, and supporting the distribution of patient and prescriber education materials that misrepresented the data regarding the safety and efficacy of opioids for the long-term treatment of chronic, non-cancer pain, including known rates of abuse and addiction and the lack of validation for long-term efficacy; and
- m.** Making deceptive statements concerning the use of opioids to treat chronic, non-cancer pain to Ohio prescribers through in-person detailing.

334. Defendant Janssen made and/or disseminated deceptive statements, including, but not limited to, the following:

- a.** Creating, sponsoring, and assisting in the distribution of patient education materials to members or employees of Plaintiffs and the Class that contained deceptive statements;
- b.** Directly disseminating deceptive statements through internet sites, over which Janssen exercised final editorial control and approval, stating that opioids are safe and effective for the long-term treatment of chronic, non-cancer pain and that opioids improve quality of life, while concealing contrary data;
- c.** Disseminating deceptive statements concealing the true risk of addiction and promoting the deceptive concept of pseudoaddiction through internet sites over which Janssen exercised final editorial control and approval;
- d.** Promoting opioids for the treatment of conditions for which Janssen knew, due to the scientific studies it conducted, that opioids were not effective and concealing this information;
- e.** Sponsoring, directly distributing, and assisting in the dissemination of patient education publications over which Janssen exercised final editorial control and approval, which presented an unbalanced treatment of the long-term and dose-dependent risks of opioids versus NSAIDs;
- f.** Providing significant financial support to pro-opioid KOLs, who made deceptive statements concerning the use of opioids to treat chronic, non-cancer pain;
- g.** Providing necessary financial support to pro-opioid pain organizations that made deceptive statements, including in-patient education materials, concerning the use of opioids to treat chronic, non-cancer pain;

- h.** Endorsing and assisting in the distribution of CMEs containing deceptive statements concerning the use of opioids to treat chronic, non-cancer pain;
- i.** Directly distributing and assisting in the dissemination of literature written by pro-opioid KOLs that contained deceptive statements concerning the use of opioids to treat chronic, non-cancer pain, including the concept of pseudoaddiction;
- j.** Creating, endorsing, and supporting the distribution of patient and prescriber education materials that misrepresented the data regarding the safety and efficacy of opioids for the long-term treatment of chronic, non-cancer pain, including known rates of abuse and addiction and the lack of validation for long-term efficacy; and
- k.** Making deceptive statements concerning the use of opioids to treat chronic, non-cancer pain to Ohio prescribers through in-person detailing.

335. Defendant Cephalon made and/or disseminated untrue, false and deceptive statements, including, but not limited to, the following:

- a.** Creating, sponsoring, and assisting in the distribution of patient education materials to members or employees of Plaintiffs and the Class that contained deceptive statements;
- b.** Sponsoring and assisting in the distribution of publications that promoted the deceptive concept of pseudoaddiction, even for high-risk patients;
- c.** Providing significant financial support to pro-opioid KOL doctors who made deceptive statements concerning the use of opioids to treat chronic, non-cancer pain and breakthrough chronic, non-cancer pain;
- d.** Developing and disseminating scientific studies that deceptively concluded opioids are safe and effective for the long-term treatment of chronic, non-cancer pain in conjunction with Cephalon's potent rapid-onset opioids;
- e.** Providing needed financial support to pro-opioid pain organizations that made deceptive statements, including in patient education materials, concerning the use of opioids to treat chronic, non-cancer pain;
- f.** Endorsing and assisting in the distribution of CMEs containing deceptive statements concerning the use of opioids to treat chronic, non-cancer pain;
- g.** Endorsing and assisting in the distribution of CMEs containing deceptive statements concerning the use of Cephalon's rapid-onset opioids;

- h.** Directing its marketing of Cephalon's rapid-onset opioids to a wide range of doctors, including general practitioners, neurologists, sports medicine specialists, and workers' compensation programs, serving chronic pain patients;
- i.** Making deceptive statements concerning the use of Cephalon's opioids to treat chronic, non-cancer pain to Ohio prescribers through in-person detailing and speakers' bureau events, when such uses are unapproved and unsafe; and
- j.** Making deceptive statements concerning the use of opioids to treat chronic, non-cancer pain to Ohio prescribers through in-person detailing and speakers' bureau events.

336. Defendant Actavis made and/or disseminated deceptive statements, including, but not limited to, the following:

- a.** Making deceptive statements concerning the use of opioids to treat chronic, non-cancer pain to Ohio prescribers through in-person detailing;
- b.** Creating and disseminating advertisements that contained deceptive statements that opioids are safe and effective for the long-term treatment of chronic, non-cancer pain and that opioids improve quality of life;
- c.** Creating and disseminating advertisements that concealed the risk of addiction in the long-term treatment of chronic, non-cancer pain; and
- d.** Developing and disseminating scientific studies that deceptively concluded opioids are safe and effective for the long-term treatment of chronic non-cancer pain and that opioids improve quality of life while concealing contrary data.

337. These deceptive representations and concealments were reasonably calculated to deceive Plaintiffs and the Class and the members or employees of Plaintiffs and the Class, were made with the intent to deceive Plaintiffs and the Class and the members or employees of Plaintiffs and the Class, and did in fact deceive Plaintiffs and the Class and the members or employees of Plaintiffs and the Class, thus causing Plaintiffs and the Class to pay for prescription opioids for chronic, non-cancer pain.

338. As described more specifically above, Defendants' representations and concealments constitute a course of conduct which continues to this day.

339. But for these deceptive representations and concealments of material fact, Plaintiffs combined with the Class would not have incurred millions of dollars in overpayments for Defendants' opioid drugs.

340. As a direct and proximate cause of Defendants' deceptive conduct, Plaintiffs and Class have been injured in an amount to be determined at trial.

VIOLATIONS OF THE ALASKA UNFAIR TRADE PRACTICES AND CONSUMER PROTECTION ACT (ALASKA STAT. § 45.50.471, ET SEQ.)

341. The Alaska Unfair Trade Practices and Consumer Protection Act ("Alaska CPA") prohibits "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce...." Under the Alaska CPA, unfair competition and unfair or deceptive acts or practices include, but are not limited to, (10) "making false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions," (11) "engaging in any other conduct creating a likelihood of confusion or of misunderstanding and which misleads, deceives or damages a buyer or a competitor in connection with the sale or advertisement of goods or services," and (12) "using or employing deception, fraud, false pretense, false promise, misrepresentation, or knowingly concealing, suppressing, or omitting a material fact with intent that others rely upon the concealment, suppression, or omission in connection with the sale or advertisement of goods or services whether or not a person has in fact been misled, deceived or damaged." Alaska Stat. § 45.50.471.

342. Defendants violated the Alaska CPA due to their fraudulent opioid scheme, as stated herein. The foregoing violations caused harm to Plaintiffs and the Alaska members of the Class, and are likely to harm consumers in the future if Defendants' practices are not stopped.

343. Plaintiffs and the Alaska members of the Class seek to recover against each Defendant the amount of (a) three times the actual damages in an amount to be determined at trial or (b) \$500 for each plaintiff, whichever is greater. Alaska Stat. § 45.50.531.

344. Plaintiffs additionally request the Court to enjoin each Defendants' unfair, unlawful, and/or deceptive practices. Alaska Stat. § 45.50.535(b)(1).

345. Also, Plaintiffs seek attorneys' fees and any other relief available under the Alaska CPA.

346. Plaintiffs will send letters complying with Alaska Stat. § 45.50.535(b)(1) on or about the date of the filing of this Complaint. This Count is a placeholder only and will be formally asserted thirty (30) days after demand letters are sent if Defendants fail to remedy their unlawful conduct.

**VIOLATIONS OF THE ARIZONA CONSUMER FRAUD ACT
(Ariz. Rev. Stat. § 44-1521, et seq.)**

347. Defendants, Plaintiffs, and the Arizona members of the Class are "persons" within the meaning of the Arizona Consumer Fraud Act ("Arizona CFA"), Ariz. Rev. Stat. § 44-1521(6).

348. The opioid products described herein are "goods" within the meaning of Ariz. Rev. Stat. § 44-1521(5).

349. The Arizona CFA provides that "[t]he act, use or employment by any person of any deception, deceptive act or practice, fraud, ... misrepresentation, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale ... of any merchandise whether or not any person has in fact been misled, deceived or damaged thereby, is declared to be an unlawful practice." Ariz. Rev. Stat. § 44-1522(A).

350. As detailed above, Defendants employed deception, deceptive acts or practices, fraud, misrepresentations, or concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in violation of the Arizona CFA by the opioid fraudulent scheme.

351. Defendants owed and continue to owe Plaintiffs and the Arizona members of the Class a duty to refrain from the above-described unfair and deceptive practices and disclose the true nature of the opioid products described herein.

352. Defendants knew or should have known that their conduct was in violation of the Arizona CFA.

353. Despite knowing the true nature of their products and practices for years, Defendants intentionally and/or knowingly omitted and/or misrepresented material facts regarding the quality and characteristics of the opioid products described herein, with the intent to mislead regulators, Plaintiffs and the Arizona members of the Class, and continued to engage in unfair and deceptive practices in violation of the Arizona CFA.

354. Defendants' violations present a continuing risk to Plaintiffs and the Arizona members of the Class as well as to the general public, who in many cases would not have purchased the opioid products but for the fraudulent marketing scheme. As such, Defendants' unlawful acts and practices complained of herein affect the public interest.

355. Defendants' unfair and deceptive acts or practices, omissions and misrepresentations were material to Plaintiffs' Assignors and the Arizona members of the Class, and were likely to and/or did, in fact, deceive regulators and reasonable consumers, including Plaintiffs' Assignors and the Arizona members of the Class.

356. Defendants material misrepresentations proximately caused Plaintiffs' Assignors and the Arizona members of the Class to pay for the opioid products when they otherwise would not have paid. Because Defendants did not reveal the true nature of the opioid scheme, as described herein, until this lawsuit was filed, the statute of limitation for filing claims against Defendants under the Arizona CFA did not begin to accrue until the filing of this lawsuit. Defendants either concealed or failed to reveal the facts until this filing.

357. Plaintiffs and the Arizona members of the Class suffered injury-in-fact, ascertainable loss and actual damages as a direct and proximate result of Defendants' unfair and deceptive practices and omissions and/or misrepresentations, at a minimum, in the form of increased sales of the opioid products described herein.

358. Plaintiffs and the Arizona members of the Class seek monetary relief against Defendants in an amount to be determined at trial. Plaintiffs and the Arizona members of the Class also seek punitive damages because Defendants engaged in aggravated and outrageous conduct with an evil mind.

359. Plaintiffs and the Arizona members of the Class also seek an order enjoining Defendants' unfair, unlawful, and/or deceptive practices, attorneys' fees, and any other just and proper relief available under the Arizona CFA.

VIOLATIONS OF CALIFORNIA CONSUMERS LEGAL REMEDIES ACT (Cal. Civ. Code §§ 1750, et seq.)

360. California's Consumers Legal Remedies Act ("CLRA"), Cal. Civ. Code §§ 1750, *et seq.*, proscribes "unfair methods of competition and unfair or deceptive acts or practices undertaken by any person in a transaction intended to result or which results in the sale or lease of goods or services to any consumer."

361. Defendants' opioid products are "goods" as defined in Cal. Civ. Code § 1761(a).

362. Plaintiffs and the other California members of the Class are "consumers" as defined in Cal. Civ. Code § 1761(d).

363. Plaintiffs, the other California members of the Class, and Defendants are "persons" as defined in Cal. Civ. Code § 1761(c).

364. Defendants' conduct violates at least the following enumerated CLRA provisions: (a) Cal. Civ. Code § 1770(a)(13) Making false or misleading statements of fact concerning reasons for, existence of, or amounts of price reductions. (b) Cal. Civ. Code § 1770(a)(5): Representing that goods have characteristics, uses, and benefits which they do not have; and (c) Cal. Civ. Code § 1770(a)(9): Advertising goods with intent not to sell them as advertised.

365. As alleged throughout this Complaint, Defendants engaged in misleading, false and deceptive acts in violation of the above-noted provisions of the CLRA by the fraudulent opioid scheme described herein.

366. Defendants owed and continue to owe Plaintiffs and the California members of the Class a duty to refrain from the above-described unfair and deceptive practices and disclose the true nature of the opioid products described herein.

367. Defendants knew or should have known that their conduct was in violation of the CLRA.

368. Despite knowing the true nature of their products and practices for years, Defendants intentionally and/or knowingly omitted and/or misrepresented material facts regarding the quality and characteristics of the opioid products described herein, with the intent to mislead

regulators, Plaintiffs' Assignors and the California members of the Class, and continued to engage in unfair and deceptive practices in violation of the CLRA.

369. Defendants' unfair and deceptive acts or practices, omissions and misrepresentations were material to Plaintiffs' Assignors and the California members of the Class, and were likely to and/or did, in fact, deceive regulators and reasonable consumers, including Plaintiffs' Assignors and the California members of the Class.

370. Defendants' material misrepresentations proximately caused Plaintiffs' Assignors and the California members of the Class to pay for the opioid products described herein when they otherwise would not have paid. Because Defendants did not reveal the true nature of the opioid scheme as described herein until this lawsuit was filed, the statute of limitation for filing claims against Defendants under the CLRA did not begin to accrue until the filing of this lawsuit. Defendants either concealed or failed to reveal the facts until this filing.

371. Plaintiffs and the California members of the Class suffered injury-in-fact, ascertainable loss and actual damages as a direct and proximate result of Defendants' unfair and deceptive practices and omissions and/or misrepresentations, at a minimum, in the form of increased sales of the opioids products described herein.

372. Defendants' violations present a continuing risk to Plaintiffs as well as to the general public. As such, Defendants' unlawful acts and practices complained of herein affect the public interest.

373. Under Cal. Civ. Code § 1780(a), Plaintiffs and the California members of the Class seek monetary relief against Defendants in an amount to be determined at trial.

374. Under Cal. Civ. Code § 1780(b), Plaintiffs seek an additional award against Defendants of up to \$5,000 for each California member of the Class who qualifies as a "senior

citizen” or “disabled person” under the CLRA. Defendants knew or should have known that their conduct was directed to one or more California members of the Class who are senior citizens or disabled persons. Defendants’ conduct caused one or more of these senior citizens or disabled persons to suffer a substantial loss of property set aside for retirement or for personal or family care and maintenance, or assets essential to the health or welfare of the senior citizen or disabled person. One or more California members of the Class who are senior citizens or disabled persons are substantially more vulnerable to Defendants’ conduct because of age, poor health or infirmity, impaired understanding, restricted mobility, or disability, and each of them suffered substantial physical, emotional, or economic damage resulting from Defendants’ conduct.

375. Plaintiffs also seek punitive damages against Defendants because they carried out reprehensible conduct with willful and conscious disregard of the rights and safety of others, subjecting Plaintiffs and the California members of the Class to potential cruel and unjust hardship as a result. Defendants intentionally and willfully deceived Plaintiffs on life-or-death matters, and concealed material facts that only Defendants knew. Defendants’ unlawful conduct constitutes malice, oppression, and fraud warranting punitive damages under Cal. Civ. Code § 3294.

376. Plaintiffs further seek an order enjoining Defendants’ unfair or deceptive acts or practices, restitution, punitive damages, costs of court, attorneys’ fees under Cal. Civ. Code § 1780(e), and any other just and proper relief available under the CLRA.

377. Plaintiffs sent a letter complying with Cal. Civ. Code § 1780(b) on or about the date of the filing of this Complaint.

VIOLATIONS OF CALIFORNIA FALSE ADVERTISING LAW (Cal. Bus. & Prof. Code §§ 17500, et seq.)

378. California Bus. & Prof. Code § 17500 provides:

It is unlawful for any corporation...with intent directly or indirectly to dispose of real or personal property...to induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be made or disseminated from this state before the public in any state, in any newspaper or other publication, or any advertising device, ... or in any other manner or means whatever, including over the Internet, any statement ... which is untrue or misleading, and which is known, or which by the exercise of reasonable care should be known, to be untrue or misleading.

379. As alleged throughout this Complaint, Defendants caused to be made or disseminated throughout California and the United States, through advertising, marketing and other publications, statements that were untrue or misleading, and which were known, or which by the exercise of reasonable care should have been known to Defendants to be untrue and misleading to consumers, including Plaintiffs and the other members of the Class.

380. Defendants' misrepresentations with respect to the design, cost, and efficacy of Defendants' opioid products were material and likely to, and did in fact, deceive reasonable consumers.

381. Plaintiffs and the California members of the Class have suffered an injury in fact, as a result of Defendants' unfair, unlawful, and/or deceptive practices, at a minimum, in the form of increased sales of opioid products described herein.

382. All of the wrongful conduct alleged herein occurred, and continues to occur, in the conduct of Defendants' business. Defendants' wrongful conduct is part of a pattern or generalized course of conduct that is still perpetuated and repeated, both in the State of California and nationwide.

383. Plaintiffs, individually and on behalf of the other California members of the

Class, request that this Court enter such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and/or deceptive practices and to restore to Plaintiffs and the other Class members any money Defendants acquired by their violations of California's False Advertising law, including restitution and/or restitutionary disgorgement, and for such other relief set forth below.

VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW (Cal. Bus. & Prof. Code § 17200, et seq.)

384. California Business and Professions Code § 17200 prohibits any “unlawful, unfair, or fraudulent business act or practices.”

385. As alleged throughout this Complaint, Defendants engaged in unfair, deceptive, and/or unlawful practices in violation of California's Unfair Competition law by the fraudulent opioid scheme perpetuated as described herein.

386. Defendants' grossly excessive and unfair fraudulent opioid scheme violates public policy and is, as such, unlawful within the meaning of California Business and Professions Code § 17200.

387. The California Unfair Competition Law exhibits a public policy in favor of providing increased protection from unfair practices that harm persons who have a “physical . . . impairment that substantially limits one or more life activities.” Cal. Bus. & Prof. Code § 17206.1. There is no question that people with long-term chronic pain are deserving of that protection.

388. Defendants' unfair, unlawful and/or deceptive activity alleged herein caused Plaintiffs' Assignors and the California members of the Class to purchase opioid products when they otherwise would not have done so. Accordingly, Plaintiffs, and the California members of the Class have suffered injury in fact including lost money or property as a result of Defendants'

misrepresentations and omissions.

389. Plaintiffs request that this Court enter such orders or judgments as may be necessary to enjoin Defendants from continuing their unfair, unlawful, and/or deceptive practices and to restore to Plaintiffs and California members of the Class any money Defendants' acquired by unfair competition, including restitution and/or restitutionary disgorgement, as provided in Cal. Bus. & Prof. Code § 17203 and Cal. Bus. & Prof. Code § 3345; and for such other relief set forth below.

VIOLATIONS OF THE DELAWARE CONSUMER FRAUD ACT (6 Del. Code § 2513, et seq.)

390. Defendants are "person[s]" within the meaning of 6 Del. Code § 2511(7).

391. The Delaware Consumer Fraud Act ("Delaware CFA") prohibits the "act, use or employment by any person of any deception, fraud, false pretense, false promise, misrepresentation, or the concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale, lease or advertisement of any merchandise, whether or not any person has in fact been misled, deceived or damaged thereby." 6 Del. Code § 2513(a).

392. As detailed above, Defendants engaged in misleading, false and deceptive acts in violation of the above-noted provisions of the Delaware CFA by perpetuating the fraudulent opioid scheme as described herein.

393. Defendants owed and continue to owe Plaintiffs and the Delaware members of the Class a duty to refrain from the above-described unfair and deceptive practices and disclose the true nature of the opioids products as described herein.

394. Defendants knew or should have known that their conduct was in violation of the Delaware CFA.

395. Despite knowing the true nature of their products and practices for years, Defendants intentionally and/or knowingly omitted and/or misrepresented material facts regarding the quality and characteristics of the opioid products described herein, with the intent to mislead regulators, Plaintiffs' Assignors and the Delaware members of the Class, and continued to engage in unfair and deceptive practices in violation of the Delaware CFA.

396. Defendants' unfair and deceptive acts or practices, omissions and misrepresentations were material to Plaintiffs' Assignors and the Delaware members of the Class, and were likely to and/or did, in fact, deceive regulators and reasonable consumers, including Plaintiffs' Assignors and the Delaware members of the Class.

397. Defendants' material misrepresentations proximately caused Plaintiffs' Assignors and the Delaware members of the Class to pay for the opioid products when they otherwise would not have paid. Because Defendants did not reveal the true nature of the opioid scheme as described herein until this lawsuit was filed, the statute of limitation for filing claims against Defendants under the Delaware CFA did not begin to accrue until the filing of this lawsuit. Defendants either concealed or failed to reveal the facts until this filing.

398. Plaintiffs and the Delaware members of the Class suffered injury-in-fact, ascertainable loss and actual damages as a direct and proximate result of Defendants' unfair and deceptive practices and omissions and/or misrepresentations, at a minimum, in the form of increased sales of the opioid products as described herein.

399. Defendants' violations present a continuing risk to Plaintiffs as well as to the general public. As such, Defendants' unlawful acts and practices complained of herein affect the public interest.

400. Plaintiffs and the Delaware members of the Class seek damages under the Delaware CFA for injury resulting from the direct and natural consequences of Defendants' unlawful conduct. *See, e.g., Stephenson v. Capano Dev., Inc.*, 462 A.2d 1069, 1077 (Del. 1983). Plaintiffs and the Delaware members of the Class also seek an order enjoining Defendants' unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys' fees, and any other just and proper relief available under the Delaware CFA.

401. Defendants engaged in gross, oppressive or aggravated conduct justifying the imposition of punitive damages.

**VIOLATIONS OF FLORIDA'S UNFAIR & DECEPTIVE TRADE PRACTICES ACT
(Fla. Stat. § 501.201, et seq.)**

402. Defendants are engaged in "trade or commerce" within the meaning of Fla. Stat. § 501.203(8) during all relevant periods by, at a minimum, advertising, offering for sale, and selling the opioid products described herein in Florida, to Florida members of the Class, and throughout the United States.

403. FUDTPA prohibits "[u]nfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce ...". Fla. Stat. § 501.204(1).

404. As detailed above, in the course of their business, Defendants engaged in unfair, unconscionable and deceptive acts or practices in violation of the above-noted provisions of the FUDTPA by perpetuating the fraudulent opioid scheme as described herein.

405. Defendants owed and continue to owe Plaintiffs and the Florida members of the Class a duty to refrain from the above-described unfair and deceptive practices and disclose the true nature of the opioid products described herein.

406. Defendants knew or should have known that their conduct was in violation of the FUTPA.

407. Despite knowing the true nature of their products and practices for years, Defendants intentionally and/or knowingly omitted and/or misrepresented material facts regarding the quality and characteristics of the opioid products described herein, with the intent to mislead regulators, Plaintiffs' Assignors and the Florida members of the Class, and continued to engage in unfair and deceptive practices in violation of the FUTPA.

408. Defendants' unfair and deceptive acts or practices, omissions and misrepresentations were material to Plaintiffs' Assignors and the Florida members of the Class, and were likely to and/or did, in fact, deceive regulators and reasonable consumers, including Plaintiffs' Assignors and the Florida members of the Class.

409. Defendants' material misrepresentations proximately caused Plaintiffs' Assignors and the Florida members of the Class to pay for the opioid products when they otherwise would not have paid. Because Defendants did not reveal the true nature of the opioid scheme as described herein until this lawsuit was filed, the statute of limitation for filing claims against Defendants under the FUTPA did not begin to accrue until the filing of this lawsuit. Defendants either concealed or failed to reveal the facts until this filing.

410. Plaintiffs and the Florida members of the Class suffered injury-in-fact, ascertainable loss and actual damages as a direct and proximate result of Defendants' unfair and deceptive practices and omissions and/or misrepresentations, at a minimum, in the form of

increased sales of opioid products as described herein.

411. Defendants' violations present a continuing risk to Plaintiffs as well as to the general public. As such, Defendants' unlawful acts and practices complained of herein affect the public interest.

412. Plaintiffs and the Florida members of the Class are entitled to recover their actual damages under Fla. Stat. § 501.211(2) and attorneys' fees under Fla. Stat. § 501.2105(1).

413. Plaintiffs also seek an order enjoining Defendants' unfair, unlawful, and/or deceptive practices, declaratory relief, attorneys' fees, and any other just and proper relief available under the FUDTPA.

VIOLATIONS OF ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICES ACT (815 ILCS 505/1, et seq. and 720 ILCS 295/1a)

414. Defendants are "person[s]" as that term is defined in 815 ILCS 505/1(c).

415. Plaintiffs and the Illinois members of the Class are "consumers" as that term is defined in 815 ILCS 505/1(e).

416. The Illinois Consumer Fraud ("ICFDPA"), 815 ILCS 505/1 *et seq.*, prohibits the use of "[u]nfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact[.]"

417. In addition, the Illinois Deceptive Business Practices Act ("IUDTPA"), 815 ILCS 510/2 *et seq.*, prohibits the use of various deceptive trade practices, including: "(2) caus[ing] a likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services; (3) caus[ing] a likelihood of confusion or of misunderstanding

as to affiliation, connection, or association with or certification by another;” “(5) represent[ing] that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that he or she does not have;” “(11) mak[ing] false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions; (12) engag[ing] in any other conduct which similarly creates a likelihood of confusion or misunderstanding.”

418. As detailed above, Defendants engaged in unfair and deceptive acts in violation of the ICFDPA and the IUDTPA by perpetuating the fraudulent opioid scheme as described herein.

419. Defendants owed and continue to owe Plaintiffs and the Illinois members of the Class a duty to refrain from the above-described unfair and deceptive practices and disclose the true nature of the opioid products as described herein.

420. Defendants knew or should have known that their conduct was in violation of the ICFDPA and the IUDTPA.

421. Despite knowing the true nature of their products and practices for years, Defendants intentionally and/or knowingly omitted and/or misrepresented material facts regarding the quality and characteristics of the opioid products described herein, with the intent to mislead regulators, Plaintiffs and the Illinois members of the Class, and continued to engage in unfair and deceptive practices in violation of the ICFDPA and the IUDTPA.

422. Defendants’ unfair and deceptive acts or practices, omissions and misrepresentations were material to Plaintiffs’ Assignors and the Illinois members of the Class, and were likely to and/or did, in fact, deceive regulators and reasonable consumers, including Plaintiffs’ Assignors and the Illinois members of the Class.

423. Defendants' material misrepresentations proximately caused Plaintiffs' Assignors and the Illinois members of the Class to pay for the opioid products described when they otherwise would not have paid. Because Defendants did not reveal the true nature of the opioid scheme as described herein until this lawsuit was filed, the statute of limitation for filing claims against Defendants under the ICFDPA and the IUDTPA did not begin to accrue until the filing of this lawsuit. Defendants either concealed or failed to reveal the facts until this filing.

424. Plaintiffs and the Illinois members of the Class suffered injury-in-fact, ascertainable loss and actual damages as a direct and proximate result of Defendants' unfair and deceptive practices and omissions and/or misrepresentations, at a minimum, in the form of increased purchases of the opioid products as described herein.

425. Defendants' violations present a continuing risk to Plaintiffs as well as to the general public. As such, Defendants' unlawful acts and practices complained of herein affect the public interest.

426. Pursuant to 815 ILCS 505/10a(a), Plaintiffs and the Illinois members of the Class seek monetary relief against Defendants in the amount of their actual damages, as well as punitive damages because Defendants acted with fraud and/or malice and/or was grossly negligent.

427. Plaintiffs also seek an order enjoining Defendants' unfair and/or deceptive acts or practices, punitive damages, and attorneys' fees, and any other just and proper relief available under 815 ILCS § 505/1 *et seq.*

VIOLATIONS OF MINNESOTA PREVENTION OF CONSUMER FRAUD ACT (Minn. Stat. § 325f.68, *et seq.*)

428. The opioid products described herein constitute "merchandise" within the meaning of Minn. Stat. § 325F.68(2).

429. The Minnesota Prevention of Consumer Fraud Act (“Minnesota CFA”) prohibits “[t]he act, use, or employment by any person of any fraud, false pretense, false promise, misrepresentation, misleading statement or deceptive practice, with the intent that others rely thereon in connection with the sale of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby” Minn. Stat. § 325F.69(1).

430. As detailed above, Defendants engaged in deceptive acts in violation of the Minnesota CFA by perpetuating the fraudulent opioid scheme as described herein.

431. Defendants owed and continue to owe Plaintiffs’ Assignors and the Minnesota members of the Class a duty to refrain from the above-described unfair and deceptive practices and disclose the true nature of the opioid products described herein.

432. Defendants knew or should have known that their conduct was in violation of the Minnesota CFA.

433. Despite knowing the true nature of their products and practices for years, Defendants intentionally and/or knowingly omitted and/or misrepresented material facts regarding the quality and characteristics of the opioid products described herein, with the intent to mislead regulators, Plaintiffs’ Assignors and the Minnesota members of the Class, and continued to engage in unfair and deceptive practices in violation of the Minnesota CFA.

434. Defendants’ unfair and deceptive acts or practices, omissions and misrepresentations were material to Plaintiffs’ Assignors and the Minnesota members of the Class, and were likely to and/or did, in fact, deceive regulators and reasonable consumers, including Plaintiffs’ Assignors and the Minnesota members of the Class.

435. Defendants’ material misrepresentations proximately caused Plaintiffs’ Assignors and the Minnesota members of the Class to pay for the opioid products when they

otherwise would not have paid as set forth herein. Because Defendants did not reveal the true nature of the opioid scheme as described herein until this lawsuit was filed, the statute of limitation for filing claims against Defendants under the Minnesota CFA did not begin to accrue until the filing of this lawsuit. Defendants either concealed or failed to reveal the facts until this filing.

436. Plaintiffs and the Minnesota members of the Class suffered injury-in-fact, ascertainable loss and actual damages as a direct and proximate result of Defendants' unfair and deceptive practices and omissions and/or misrepresentations, at a minimum, in the form of increased sales of the opioid products as described herein.

437. Defendants' violations present a continuing risk to Plaintiffs as well as to the general public. As such, Defendants' unlawful acts and practices complained of herein affect the public interest.

438. Pursuant to Minn. Stat. § 8.31(3)(a), Plaintiffs and the Minnesota members of the Class seek actual damages, attorneys' fees, and any other just and proper relief available under the Minnesota CFA.

439. Plaintiffs and the Minnesota members of the Class also seek punitive damages under Minn. Stat. § 549.20(1)(a) given the clear and convincing evidence that Defendants' acts show deliberate disregard for the rights or safety of others.

**VIOLATIONS OF MINNESOTA UNIFORM DECEPTIVE TRADE PRACTICES ACT
(Minn. Stat. § 325d.43-48, et seq.)**

440. The Minnesota Deceptive Trade Practices Act ("Minnesota DTPA") prohibits deceptive trade practices, which occur when a person "(2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services; (3) causes likelihood of confusion or of misunderstanding as to affiliation, connection, or association

with, or certification by, another;” “(5) represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, or connection that the person does not have;” “(7) represents that goods or services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another;” “(9) advertises goods or services with intent not to sell them as advertised;” “(11) makes false or misleading statements of fact concerning the reasons for, existence of, or amounts of price reductions;” or “ (13) engages in any other conduct which similarly creates a likelihood of confusion or of misunderstanding.” Minn. Stat. § 325D.44.

441. As detailed above, Defendants engaged in misleading, false and deceptive acts in violation of the above-noted provisions of the Minnesota DTPA by perpetuating the fraudulent opioid scheme as described herein.

442. Defendants owed and continue to owe Plaintiffs and the Minnesota members of the Class a duty to refrain from the above-described unfair and deceptive practices and disclose the true nature of the opioid products as described herein.

443. Defendants knew or should have known that their conduct was in violation of the Minnesota DTPA.

444. Despite knowing the true nature of their products and practices for years, Defendants intentionally and/or knowingly omitted and/or misrepresented material facts regarding the quality and characteristics of the opioid products described herein, with the intent to mislead regulators, Plaintiffs’ Assignors and the Minnesota members of the Class, and continued to engage in unfair and deceptive practices in violation of the Minnesota DTPA.

445. Defendants' unfair and deceptive acts or practices, omissions and misrepresentations were material to Plaintiffs' Assignors and the Minnesota members of the Class, and were likely to and/or did, in fact, deceive regulators and reasonable consumers, including Plaintiffs' Assignors and the Minnesota members of the Class.

446. Defendants' material misrepresentations proximately caused Plaintiffs and the Minnesota members of the Class to pay for the opioid products when they otherwise would not have paid. Because Defendants did not reveal the true nature of the opioid scheme as described herein until this lawsuit was filed, the statute of limitation for filing claims against Defendants under the Minnesota DTPA did not begin to accrue until the filing of this lawsuit. Defendants either concealed or failed to reveal the facts until this filing.

447. Plaintiffs and the Minnesota members of the Class suffered injury-in-fact, ascertainable loss and actual damages as a direct and proximate result of Defendants' unfair and deceptive practices and omissions and/or misrepresentations, at a minimum, in the form of increased sales of the opioid products as described herein.

448. Defendants' violations present a continuing risk to Plaintiffs as well as to the general public. As such, Defendants' unlawful acts and practices complained of herein affect the public interest.

449. Pursuant to Minn. Stat. § 8.31(3a) and 325D.45, Plaintiffs and the Minnesota members of the Class seek actual damages, attorneys' fees, and any other just and proper relief available under the Minnesota DTPA.

450. Plaintiffs and Minnesota Members of the Class also seek punitive damages under Minn. Stat. § 549.20(1)(a) give the clear and convincing evidence that Defendants' acts show deliberate disregard for the rights or safety of others.

VIOLATIONS OF MISSOURI MERCHANDISING PRACTICES ACT (Mo. Rev. Stat. § 407.010, et seq.)

451. Defendants, Plaintiffs and the Missouri members of the Class are “persons” within the meaning of Mo. Rev. Stat. § 407.010(5).

452. Defendants engaged in “trade” or “commerce” in the State of Missouri within the meaning of Mo. Rev. Stat. § 407.010(7).

453. The Missouri Merchandising Practices Act (“Missouri MPA”) makes unlawful the “act, use or employment by any person of any deception, fraud, false pretense, misrepresentation, unfair practice, or the concealment, suppression, or omission of any material fact in connection with the sale or advertisement of any merchandise.” Mo. Rev. Stat. § 407.020.

454. As detailed above, Defendants engaged in unfair, false, and deceptive practices in violation of the above-noted provisions of the Missouri MPA by perpetuating the fraudulent opioid scheme as described herein.

455. Defendants conduct as described herein is unethical, oppressive, or unscrupulous and/or it presented a risk of substantial injury to consumers. Such acts are unfair practices in violation of 15 Mo. Code of State Reg. 60-8.020.

456. Defendants owed and continue to owe Plaintiffs and the Missouri members of the Class a duty to refrain from the above-described unfair and deceptive practices and disclose the true nature of the opioid products as described herein.

457. Defendants knew or should have known that their conduct was in violation of the Missouri MPA.

458. Despite knowing the true nature of their products and practices for years, Defendants intentionally and/or knowingly omitted and/or misrepresented material facts regarding

the quality and characteristics of the opioid products described herein, with the intent to mislead regulators, Plaintiffs' Assignors and the Missouri members of the Class, and continued to engage in unfair and deceptive practices in violation of the Missouri MPA.

459. Defendants' unfair and deceptive acts or practices, omissions and misrepresentations were material to Plaintiffs' Assignors and the Missouri members of the Class, and were likely to and/or did, in fact, deceive regulators and reasonable consumers, including Plaintiffs and the Missouri members of the Class.

460. Defendants' material misrepresentations proximately caused Plaintiffs and the Missouri members of the Class to pay for the opioid products when they otherwise would not have paid. Because Defendants did not reveal the true nature of the opioid scheme as described herein until this lawsuit was filed, the statute of limitation for filing claims against Defendants under the Missouri MPA did not begin to accrue until the filing of this lawsuit. Defendants either concealed or failed to reveal the facts until this filing.

461. Plaintiffs and the Missouri members of the Class suffered injury-in-fact, ascertainable loss and actual damages as a direct and proximate result of Defendants' unfair and deceptive practices and omissions and/or misrepresentations, at a minimum, in the form of increased sales of the opioid products as described herein.

462. As such Defendants are liable to Plaintiffs and the Missouri members of the Class for damages in amounts to be proven at trial, including attorneys' fees, costs, and punitive damages, as well as injunctive relief enjoining Defendants' unfair and deceptive practices, and any other just and proper relief under Mo. Rev. Stat. § 407.025.

VIOLATIONS OF THE NEW JERSEY CONSUMER FRAUD ACT (N.J. Stat. Ann. §§ 56:8-1, et seq.)

463. Plaintiffs, the New Jersey members of the Class, and Defendants are persons under the New Jersey Consumer Fraud Act, N.J. Stat. § 56:8-1(d).

464. Defendants are engaged in “sales” of “merchandise” within the meaning of N.J. Stat. § 56:8-1(c), (e).

465. Defendants’ actions as set forth herein occurred in the conduct of trade or commerce within the meaning of the New Jersey Consumer Fraud Act.

466. The New Jersey Consumer Fraud Act (“New Jersey CFA”) makes unlawful “[t]he act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact with the intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby” N.J. Stat. § 56:8-2.

467. In the course of their business, Defendants engaged in unfair and deceptive practices in violation of the New Jersey CFA by perpetuating the fraudulent opioid scheme as described herein.

468. Defendants owed and continue to owe Plaintiffs and the New Jersey members of the Class a duty to refrain from the above-described unfair and deceptive practices and disclose the true nature of the pricing of the opioid products as described herein.

469. Defendants knew or should have known that their conduct was in violation of the New Jersey CFA.

470. Despite knowing the true nature of their products and practices for years,

Defendants intentionally and/or knowingly omitted and/or misrepresented material facts regarding the quality and characteristics of the opioid products described herein, with the intent to mislead regulators, Plaintiffs' Assignors and the New Jersey members of the Class, and continued to engage in unfair and deceptive practices in violation of the New Jersey CFA.

471. Defendants' unfair and deceptive acts or practices, omissions and misrepresentations were material to Plaintiffs' Assignors and the New Jersey members of the Class, and were likely to and/or did, in fact, deceive regulators and reasonable consumers, including Plaintiffs' Assignors and the New Jersey members of the Class.

472. Defendants' material misrepresentations proximately caused Plaintiffs' Assignors and the New Jersey members of the Class to pay for the opioid products when they otherwise would not have paid. Because Defendants did not reveal the true nature of the opioid scheme as described herein until this lawsuit was filed, the statute of limitation for filing claims against Defendants under the New Jersey CFA did not begin to accrue until the filing of this lawsuit. Defendants either concealed or failed to reveal the facts until this filing.

473. Plaintiffs and the New Jersey members of the Class suffered injury-in-fact, ascertainable loss and actual damages as a direct and proximate result of Defendants' unfair and deceptive practices and omissions and/or misrepresentations, at a minimum, in the form of increased sales of the opioid products as described herein.

474. As a result of the foregoing wrongful conduct of Defendants, Plaintiffs and the New Jersey members of the Class have been damaged in an amount to be proven at trial, and seek all just and proper remedies, including, but not limited to, actual and statutory damages, treble damages, an order enjoining Defendants' deceptive and unfair conduct, costs and reasonable attorneys' fees under N.J. Stat. § 56:8-19, and all other just and appropriate relief.

VIOLATIONS OF THE NEW MEXICO UNFAIR TRADE PRACTICES ACT (N.M. Stat. Ann. §§ 57-12-1, et seq.)

475. Defendants, Plaintiffs and the New Mexico members of the Class are or were “person[s]” under the New Mexico Unfair Trade Practices Act (“New Mexico UTPA”), N.M. Stat. Ann. § 57-12-2.

476. Defendants actions as set forth herein occurred in the conduct of trade or commerce as defined under N.M. Stat. Ann. § 57-12-2.

477. The New Mexico UTPA makes unlawful “a false or misleading oral or written statement, visual description or other representation of any kind knowingly made in connection with the sale, lease, rental or loan of goods or services . . . by a person in the regular course of the person’s trade or commerce, that may, tends to or does deceive or mislead any person,” including but not limited to: “(2) causing confusion or misunderstanding as to the source, sponsorship, approval or certification of goods or services; (3) causing confusion or misunderstanding as to affiliation, connection or association with or certification by another; . . . (5) representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;” “(11) making false or misleading statements of fact concerning the price of goods or services, the prices of competitors or one’s own price at a past or future time or the reasons for, existence of or amounts of price reduction;” and “(14) using exaggeration, innuendo or ambiguity as to a material fact or failing to state a material fact if doing so deceives or tends to deceive.”

478. In the course of their business, Defendants engaged in unfair and misleading acts in violation of the New Mexico UTPA by perpetuating the fraudulent opioid scheme as described herein.

479. Defendants owed and continue to owe Plaintiffs and the New Mexico members of the Class a duty to refrain from the above-described unfair and deceptive practices and disclose the true nature of the opioid products as described herein.

480. Defendants knew or should have known that their conduct was in violation of the New Mexico UTPA.

481. Despite knowing the true nature of their products and practices for years, Defendants intentionally and/or knowingly omitted and/or misrepresented material facts regarding the quality and characteristics of the opioid products described herein, with the intent to mislead regulators, Plaintiffs' Assignors and the New Mexico members of the Class, and continued to engage in unfair and deceptive practices in violation of the New Mexico UTPA.

482. Defendants' unfair and deceptive acts or practices, omissions and misrepresentations were material to Plaintiffs' Assignors and the New Mexico members of the Class, and were likely to and/or did, in fact, deceive regulators and reasonable consumers, including Plaintiffs' Assignors and the New Mexico members of the Class.

483. Defendants' material misrepresentations proximately caused Plaintiffs and the New Mexico members of the Class to pay for the opioid products when they otherwise would not have paid. Because Defendants did not reveal the true nature of the opioid scheme as described herein until this lawsuit was filed, the statute of limitation for filing claims against Defendants under the New Mexico UTPA did not begin to accrue until the filing of this lawsuit. Defendants either concealed or failed to reveal the facts until this filing.

484. Plaintiffs and the New Mexico members of the Class suffered injury-in-fact, ascertainable loss and actual damages as a direct and proximate result of Defendants' unfair and

deceptive practices and omissions and/or misrepresentations, at a minimum, in the form of increased sales of the opioid products as described herein.

485. Because Defendants' unconscionable, willful conduct caused actual harm to Plaintiffs and the New Mexico members of the Class, they seek recovery of actual damages or \$100, whichever is greater, discretionary treble damages, punitive damages, and reasonable attorneys' fees and costs, as well as all other proper and just relief available under N.M. Stat. Ann. § 57-12-10.

VIOLATIONS OF NEW YORK GENERAL BUSINESS LAW § 349 (N.Y. Gen. Bus. Law § 349)

486. Plaintiffs, the New York members of the Class and all Defendants are "persons" under N.Y. Gen. Bus. Law § 349(h), the New York Deceptive Acts and Practices Act ("NY DAPA").

487. Defendants' actions as set forth herein occurred in the conduct of trade or commerce under the NY DAPA.

488. The NY DAPA makes unlawful "[d]eceptive acts or practices in the conduct of any business, trade or commerce." N.Y. Gen. Bus. Law § 349.

489. New York State General Business Law Section 349 (N.Y. Gen. Bus. § 349) broadly prohibits deceptive acts or practices in the state of New York toward consumers.

490. As detailed above, Defendants engaged in deceptive acts toward consumers in violation of New York law in connection with the opioid products.

491. In the course of their business, Defendants engaged in deceptive acts or practices in violation of the NY DAPA by perpetuating the fraudulent opioid scheme as described herein.

492. Defendants owed and continue to owe Plaintiffs and the New York members of the Class a duty to refrain from the above-described unfair and deceptive practices and disclose the true nature of the pricing of the opioid products described herein.

493. Defendants knew or should have known that their conduct was in violation of the NY DAPA.

494. Despite knowing the true nature of their products and practices for years, Defendants intentionally and/or knowingly omitted and/or misrepresented material facts regarding the quality and characteristics of the opioid products described herein, with the intent to mislead regulators, Plaintiffs' Assignors the New York members of the Class, and continued to engage in unfair and deceptive practices in violation of the NY DAPA.

495. Defendants' unfair and deceptive acts or practices, omissions and misrepresentations were material to Plaintiffs' Assignors and the New York members of the Class, and were likely to and/or did, in fact, deceive regulators and reasonable consumers, including Plaintiffs' Assignors and the New York members of the Class.

496. Defendants' material misrepresentations proximately caused Plaintiffs' Assignors and the New York members of the Class to pay for the opioid products when they otherwise would not have paid. Because Defendants did not reveal the true nature of the opioid scheme as described herein until this lawsuit was filed, the statute of limitation for filing claims against Defendants under the NY DAPA did not begin to accrue until the filing of this lawsuit. Defendants either concealed or failed to reveal the facts until this filing.

497. Plaintiffs and the New York members of the Class suffered injury-in-fact, ascertainable loss and actual damages as a direct and proximate result of Defendants' unfair and

deceptive practices and omissions and/or misrepresentations, at a minimum, in the form of increased sales of the opioid products as described herein.

498. As a result of the foregoing willful, knowing, and wrongful conduct of Defendants, Plaintiffs and the New York members Class have been damaged in an amount to be proven at trial, and seek all just and proper remedies, including but not limited to actual damages or \$50, whichever is greater, treble damages up to \$1,000, punitive damages to the extent available under the law, reasonable attorneys' fees and costs, an order enjoining Defendants' deceptive and unfair conduct, and all other just and appropriate relief available under the NY DAPA.

VIOLATIONS OF THE NORTH DAKOTA UNLAWFUL SALES OR ADVERTISING PRACTICES LAW (N.D. CENT. CODE § 51-15-02)

499. North Dakota's Unlawful Sales or Advertising Practices Law ("North Dakota USAPL") prohibits "[t]he act, use, or employment by any person of any deceptive act or practice, fraud, false pretense, false promise, or misrepresentation, with the intent that others rely thereon in connection with the sale or advertisement of any merchandise, whether or not any person has in fact been misled, deceived, or damaged thereby...." N.D. Cent. Code § 51-15-02.

500. For purposes of the North Dakota USAPL, each Defendant is a "person." N.D. Cent. Code § 51-15-01.

501. The opioid products are "merchandise" under the North Dakota USAPL, for which Defendants conducted "advertisement" and which they offered for "sale," as those terms are defined in the law. N.D. Cent. Code § 51-15-01.

502. Defendants violated the North Dakota USAPL by perpetuating the fraudulent opioid scheme as described herein.

503. The foregoing violations caused harm to Plaintiffs and the North Dakota members of the Class, and are likely to harm consumers in the future if Defendants' practices are not stopped.

504. Plaintiffs and the North Dakota members of the Class seek an injunction to protect the public from further violations of the North Dakota USAPL by Defendants.

505. Furthermore, because Defendants knowingly committed this conduct, Plaintiffs and the North Dakota members of the Class seek three times the actual damages as well as costs, disbursements, and actual reasonable attorney's fees incurred in the action. N.D. Cent. Code § 51-15-09.

VIOLATIONS OF THE SOUTH DAKOTA DECEPTIVE TRADE PRACTICES AND CONSUMER PROTECTION LAW (S.D. CODIFIED LAWS § 37-24-6)

506. South Dakota's Deceptive Trade Practices and Consumer Protection Law ("South Dakota CPL") provides that, among other things, it is a deceptive act or practice to "[k]nowingly act, use, or employ any deceptive act or practice, fraud, false pretense, false promises, or misrepresentation or to conceal, suppress, or omit any material fact in connection with the sale or advertisement of any merchandise, regardless of whether any person has in fact been misled, deceived, or damaged thereby...." S.D. Codified Laws § 37-24-6.

507. Defendants violated the South Dakota CPL by perpetuating the fraudulent opioid scheme as described herein.

508. The foregoing violations caused harm to Plaintiffs and the members of the Class, and are likely to harm them in the future if Defendants' practices are not stopped.

509. The South Dakota CPL provides that "[a]ny person who claims to have been adversely affected by any act or a practice declared to be unlawful by § 37-24-6 shall be permitted

to bring a civil action for the recovery of actual damages suffered as a result of such act or practice.” S.D. Codified Laws § 37-24-31. Plaintiffs and the South Dakota members of the Class seek actual damages under the South Dakota CPL.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray that the Court grant the following relief:

1. Certify this action as a class action pursuant to Federal Rule of Civil Procedure 23;
2. Appoint the undersigned counsel as class counsel;
3. Appoint Plaintiffs as the Class Representative;
4. Enter Judgment in favor of Plaintiffs and the Class in a final order against each of Defendants;
5. Award Plaintiffs and the Class damages in an amount equal to the amount paid for opioid prescriptions for chronic, non-cancer pain, and costs of treatment for addiction and dependence resulting from chronic, non-cancer, opioid use;
6. Award judgment against Defendants requiring Defendants to pay statutory, punitive and exemplary damages; and
7. Award all other relief this Court deems appropriate and just, including but not limited to Court costs, reasonable attorney fees and pre-judgment and post-judgment interest.

TRIAL BY JURY DEMANDED

Plaintiffs respectfully request a trial by jury on all claims triable as a matter of right.

Respectfully submitted by,

/s/Tracy L. Turner

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Counsel for Plaintiffs

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

MSP RECOVERY CLAIMS, SERIES LLC

(b) County of Residence of First Listed Plaintiff Miami-Dade County, FL
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Tracy L. Turner, Pendley, Baudin & Coffin, LLP, 1515 Poydras St., Suite
1400 New Orleans, LA 70112/504-355-0086

DEFENDANTS

PURDUE PHARMA L.P, et al.

County of Residence of First Listed Defendant Fairfield County, CT
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☒ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

18 U.S.C. Section 1962

Brief description of cause:

RICO

VII. REQUESTED IN COMPLAINT:

☒ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

5,000,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE Dan Aaron PolsterDOCKET NUMBER MDL 2804

DATE

01/12/2018

SIGNATURE OF ATTORNEY OF RECORD

/s/Tracy L. Turner

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO**

I. Civil Categories: (Please check one category only).

1. ☒ General Civil
2. ☐ Administrative Review/Social Security
3. ☐ Habeas Corpus Death Penalty

*If under Title 28, §2255, name the SENTENCING JUDGE: _____

CASE NUMBER: _____

II. **RELATED OR REFILED CASES.** See LR 3.1 which provides in pertinent part: "If an action is filed or removed to this Court and assigned to a District Judge after which it is discontinued, dismissed or remanded to a State court, and subsequently refiled, it shall be assigned to the same Judge who received the initial case assignment without regard for the place of holding court in which the case was refiled. Counsel or a party without counsel shall be responsible for bringing such cases to the attention of the Court by responding to the questions included on the Civil Cover Sheet."

This action: ☒ is **RELATED** to another **PENDING** civil case ☐ is a **REFILED** case ☐ was **PREVIOUSLY REMANDED**

If applicable, please indicate on page 1 in section VIII, the name of the Judge and case number.

III. In accordance with Local Civil Rule **3.8**, actions involving counties in the Eastern Division shall be filed at any of the divisional offices therein. Actions involving counties in the Western Division shall be filed at the Toledo office. For the purpose of determining the proper division, and for statistical reasons, the following information is requested.

ANSWER ONE PARAGRAPH ONLY. ANSWER PARAGRAPHS 1 THRU 3 IN ORDER. UPON FINDING WHICH PARAGRAPH APPLIES TO YOUR CASE, ANSWER IT AND STOP.

(1) **Resident defendant.** If the defendant resides in a county within this district, please set forth the name of such county

COUNTY:

Corporation For the purpose of answering the above, a corporation is deemed to be a resident of that county in which it has its principal place of business in that district.

(2) **Non-Resident defendant.** If no defendant is a resident of a county in this district, please set forth the county wherein the cause of action arose or the event complained of occurred.

COUNTY: Cuyahoga

(3) **Other Cases.** If no defendant is a resident of this district, or if the defendant is a corporation not having a principle place of business within the district, and the cause of action arose or the event complained of occurred outside this district, please set forth the county of the plaintiff's residence.

COUNTY:

IV. The Counties in the Northern District of Ohio are divided into divisions as shown below. After the county is determined in Section III, please check the appropriate division.

EASTERN DIVISION

☐

AKRON

(Counties: Carroll, Holmes, Portage, Stark, Summit, Tuscarawas and Wayne)

☒

CLEVELAND

(Counties: Ashland, Ashtabula, Crawford, Cuyahoga, Geauga, Lake, Lorain, Medina and Richland)

☐

YOUNGSTOWN

(Counties: Columbiana, Mahoning and Trumbull)

WESTERN DIVISION

☐

TOLEDO

(Counties: Allen, Auglaize, Defiance, Erie, Fulton, Hancock, Hardin, Henry, Huron, Lucas, Marion, Mercer, Ottawa, Paulding, Putnam, Sandusky, Seneca VanWert, Williams, Wood and Wyandot)

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.